BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(A Govt. of Karnataka Undertaking)

(CIN No: U04010KA2002SGC030438)

Tender enquiry No.: BESCOM/CGM (OP)/DGM (EV)/BC-53/2023-24/04 dated: 21.07.2023

REQUEST FOR PROPOSAL (RFP)

FOR

"Hiring an Agency for setting up EV Accelerator Cell in State of Karnataka"

ISSUED BY

Chief General Manager (OPERATIONS)

2nd Block, 3rd Floor, Corporate Office, BESCOM, K R Circle, Bangalore-560001.

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DISCLAIMER

This Request for Proposal (**RFP**) is for "**Hiring an Agency for setting up EV Accelerator Cell in State Nodal Agency of Karnataka**" jurisdiction. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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LETTER OF INVITATION TO BIDDER

Tender Reference no.	BESCOM/CGM(OP)/DGM(EV)/BC-53/2023-24/04 Dated: 21.07.2023
Name of the Organization	Bangalore Electricity Supply Company Ltd. (BESCOM)
Title of Services	"Hiring an Agency for setting up EV Accelerator Cell in State of Karnataka"

1. Bangalore Electricity Supply Company (hereinafter called "BESCOM") plans to Hire an Agency for setting up EV Accelerator Cell in Karnataka.
2. The Agency will be engaged for a period of 12 months, extendable for a period of 1 year based on the agency's performance.
3. The BESCOM requires Bidder for **Setting up EV Accelerator Cell in State of Karnataka**. More details onthe services are provided in the below sections of this document.
4. The document includes the following:

   Section - 1: INVITATION FOR BIDS

   Section - 2 :INSTRUCTION TO BIDDERS

   Section - 3: GENERAL TERMS & CONDITIONS OF CONTRACT

   Section - 4: SCOPE OF WORK

   Section - 5: FIRM ENGAGEMENT DETAILS

   Section - 6: TERMS OF PAYMENT

   Section – 7: SELECTION PROCESS

   Section – 8: OTHER TERMS & CONDITIONS

   Section – 9: FORMS & ANNEXURES

5. The bidders are invited to submit the proposal as per the attached document.

Yours sincerely,
Sd/-
Chief General Manager (OPERATIONS),

BESCOM

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SECTION 1: INVITATION FOR BIDS

1.1. Introduction

The Chief General Manager (OPEARTIONS), Corporate office, K.R circle, Bangalore-560001, on behalf of Bangalore Electricity Supply Company Limited (BESCOM), inviting tender for **Enquiry No.:** BESCOM/CGM(OP)/DGM(EV)/BC-53/2023-24/04 Dated: 21.07.2023 through e-Procurement portal (https://kppp.karnataka.gov.in) for **"Hiring an Agency for setting up EV Accelerator Cell in State of Karnataka".**

1.2. Notice Inviting Tender (NIT)

1	Bid Enquiry No.	**BESCOM/CGM(OP)/DGM(EV)/BC-53/2023-24/04 Dated:21.07.2023**
2	Name of Work	**"Hiring an Agency for setting up EV Accelerator Cell in State of Karnataka"**
3	Type of tender	e-procurement portal – Two part tender
4	Earnest Money Deposit	1. The bidder shall pay EMD of Rs 4,00,000 (In words Rs. Four Lakhs only) (EMD Mentioned is lump sum amount and not related to amount put to tender) 2. Government/Quasi Government/ Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids. 3. Bids received without accompanying the requisite EMD are liable for rejection.
5	Validity of Bids	Bids shall be valid for 180 (One Hundred Eighty) Days from the date of opening of Technical bids.
6	**Calendar of Events**	
A	Availability of bid documents in e-procurement portal	27.07.2023 from 17:00 hrs onwards
B	Last Date & Time for Receipt/clarification of queries	01.08.2023 before 17:00 hrs.
C	Pre-bid meeting	02.08.2023 at 11:00 hrs. VC (Link: https://meet.google.com/qug-bcdk-chk).
D	Last Date & Time for receipt of tenders	07.08.2023 upto 17:00 hrs.

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E	Date & Time for Opening of Technical Bids	09.08.2023 at 11:00 hrs.
7	Tender Processing Fee	The eligible bidders who wish to participate in the tender shall have to pay the Non-refundable tender processing fee as specified in the e- procurement portal https://kppp.karnataka.gov.in
8	Currency	Indian National Rupees only (INR)
9	Contact person for clarifications	Email Ids: 1. CGM(OP) cgmop@bescom.co.in 2. DGM(EV) dgmevcell@gmail.com

Tender documents can be downloaded from e-procurement portal https://kppp.karnataka.gov.in free of cost, under login for contractors. The prospective bidders are advised to register their user ID, pass word, and Company ID from web site https://kppp.karnataka.gov.in

a. Tenders must be accompanied by required EMD which will be paid online through e-procurement portal.

b. Tender must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal.

c. Any clarifications regarding the scope of work of the project can be had from the undersigned during office hours.

d. Any clarifications about e-payment contact e-procurement help desk 080-25501216 / 25501227 or e-mail to helpdesk.blr@gmail.com for any issue.

e. BESCOM reserves the right to cancel the bid process or reject all bids without assigning any reason thereof and will bear no liability whatsoever consequent upon such a decision.

1.3. Eligible Bidders:

a. This Invitation for Bids, issued by BESCOM (Employer) is open to all prospective bidders having expertise in electric mobility including charging infrastructure, traction batteries, charging infrastructure implementation strategies and implementing electric mobility awareness and capacity building programs.

b. A firm shall submit only one bid.

1.4. Cost of Bidding:

The bidder shall bear all costs and expenses associated with preparation and submission of bids including participation in pre-bid / post bid discussions, Technical & other presentations. BESCOM (Employer) will under no circumstances bear the expenditures or costs, regardless of the conduct or outcome of the bidding process.

SECTION 2: INSTRUCTION TO BIDDERS

2.1. Objective of the RFP

Indian transport sector accounts for 13.5% of India's energy-related CO2 emissions, with road transport accounting for 90% of the sector's total final energy consumption. Electric Vehicles (EVs) are clean and energy efficient technology with no tailpipe emissions as compared to conventional diesel/petrol vehicles, therefore, its adoption will not only decarbonize the Indian Transport sector by curtailing the harmful GHG emissions and local air & noise pollution but will also contribute in reducing the dependency of the country on imported crude.

Electric Vehicle (EV) market in India is still at a nascent stage. Charging infrastructure is considered as one of the key enabling factors for electric mobility to take off in India as it removes 'range anxiety' which is one of the barriers for large scale penetration of EVs. As number of EVs on the road increases, Public Charging Infrastructure (PCI) requirements will also increase.

Government of India (GoI) has taken multiple initiatives to promote manufacturing and adoption of EVs in India. With support of the Government of India, adoption of EVs has started picking up in the country rapidly. However, unavailability of adequate Public Charging Infrastructure has deterred the growth in the country.

In this direction, the Ministry of Power, Government of India has taken several initiatives to create a reliable, affordable, and safe Public Charging Infrastructure network in the country. Ministry of Power (MoP) issued revised consolidated guidelines for Public Charging Infrastructure for Electric Vehicles on 14.01.2022. Additionally, Ministry of Power supported Department of Heavy Industries (DHI) in sanctioning of 2,877 Public Charging Stations (PCS) to 68 cities across the country and 1,576 Public Charging Stations (PCS) across 16 highways and 9 expressways under FAME- II Scheme.

In terms of the revised guidelines and standards for PCI issued by the Ministry of Power, rollout of public charging infrastructure is proposed to be carried out in two phases, beginning with the cities having population of 4.0 million plus (as per 2011 census) and the important highways and all expressways connecting these mega cities. Nine such cities and corridors connected with these cities were identified by the Ministry of Power in the Guidelines and Standards issued on 14TH Dec, 2018.

In view of the implementation framework proposed in the said Guidelines and Standards for EV PCI, the Ministry of Power decided to first prioritize saturating the nine mega cities with adequate Public EV Charging Infrastructure, namely Ahmedabad, Bengaluru, Chennai, Delhi, Hyderabad, Kolkata, Mumbai, Pune and Surat and connected corridors stated in the revised guidelines.

Here it is important to mention that the proposed nine cities are expected to see high EV adoption by the year 2030. Moreover, these cities are in the states which already have notified their EV policies, providing fiscal demand incentives to promote e-mobility and majority of these states have also approved subsidized EV charging tariff.

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The objective of this RFP is to select the bidder for '**Setting up EV Accelerator Cell in State of Karnataka'** as per terms and conditions specified in this RFP for a period of **Twelve (12) months extendable for a period of 1 year based on the agency's performance and availability of funds.**

2.2. Important Instructions

A. The Bid Security (EMD) is required to protect the BESCOM against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture. The Bid Security shall be made payable to the BESCOM without any condition whatsoever.

B. Any Bid not secured in accordance with above point will be rejected summarily by the BESCOM as Non-Responsive.

C. EMD will be returned / refunded for the unsuccessful bidders on finalization of the order and EMD of successful bidders will be returned after furnishing the Performance Guarantee by the Successful Bidder.

D. The Bid Security shall be forfeited:
- If a Bidder withdraws their Bid during the period of Bid validity specified by the Bidder on the Bid Form:
- In case of a successful Bidder, if the Bidder fails:

i) To sign the Contract,

OR

ii) To furnish the Performance Guarantee in the prescribed format.

E. No interest shall be payable by the BESCOM on the above Bid Security.

F. Bids shall be submitted in two parts viz., (1) Technical Bid and (2) Price Bid, both on Electronic Mode only. **Manual bids will NOT be accepted.**

G. Separate document Files have been specifically created for uploading the qualifying documents such as Performance Certificate, Power of Attorney in favour of all the persons signing the documents, Audited Financial statements, Certificate of Incorporation of all the participating companies in case of Registered Companies/ Partnership deed in case of Partnership Firm. No Deviation Certificate, Letter of Undertaking, forms of bid security, price bid sheets etc. These Qualifying documents are to be uploaded to the respective files only, IF ANY OF DOCUMENTS ARE UPLOADED TO THE FILE OTHER THAN THE SPECIFIED FILES, SUCH DOCUMENTS WILL NOT BE CONSIDERERD FOR EVALUATION. If any of the documents are not applicable to a particular Bidder, then such Bidders have to upload a document stating "Not Applicable". The other documents if any which needs to be uploaded by the Bidder for which no specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as "additional documents" in the e-Procurement portal.

H. Bidders can upload the bids on to e-procurement portal before **07.08.2023 at 17:00 hrs. IST**.

I. A pre-bid meeting will be held at through video conference (Link: https://meet.google.com/qug-bcdk-chk),India at **02.08.2023 between 11:00 hrs – 11:30 hrs.**

J. Two Stage Two Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

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K. The Technical Bids will be opened on **09.08.2023 at 11:00 hrs.**
L. The Price Bids of those Bidders who's Bids are found **Substantially Responsive,** will beopened at a later date.
NOTE: Price Bids of Non - Responsive Bidders will not be opened.
M. The Bidders shall provide proof of their credentials in support of their Technical capacity, Financial Strength and Past Experience.
N. **BESCOM** takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

2.3. General Instructions

A. If it is found that the performance vis-a-vis works already awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder & reject its bid at any stage of processing the bid.
B. In the event of the information, furnished by the bidders, is found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the Bid security and disqualifying the offer of such Bidders, black list the firm. In the event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to cancel the works awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.
C. Bidder shall remit bid security EMD at E-Procurement portal at the time of bidding and the successful bidder shall submit **10% of value of awarded Cost** towards security deposit at BESCOM at the time of awarding the tender as Contract Performance Guarantee (CPG).
D. Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.
E. BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

2.4. Duration of the Project / Contract

The total contract period is **12 months** for "**Hiring an Agency for setting up EV Accelerator Cell in State of Karnataka**".

The duration may be extended by BESCOM based on the requirement and satisfactory performance of the agency certified by the BESCOM and availability of funds.

2.5. Qualifying Requirements of Bidders

1. In this tender, Only Single Bidder is allowed for participation and No Consortium is allowed.
2. Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.
3. For meeting all the pre-qualification criteria and the technical evaluation criteria, all the

project that are submitted as experience, should either be completed or On-going for at least 1 year (1 year shall be considered till the date of publication of this bid).

4. Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the GO No. FD 455 Exp-12 2020 BENGALURU Dated: 25.8.2020.

a. "Bidder" (including the term 'tenderer', consultant' or' service provider' in certain contexts) means any person or firm or company, every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

b. "Bidder from a country which shares a land border with India" for the purpose of this order means :-

i. An entity incorporated, established or registered in such a country; or
ii. A subsidiary of an entity incorporated, established or registered in such a country; or
iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is citizen of such a country; or
vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c. The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or limited Liability Partnership, the beneficial owner is the natural persons (s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

Explanation: -

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical persons, has ownership of or entitlement to more that fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural persons exercising ultimate effective control over the trust through a chain of control or ownership.

d. An agent is a person employed to do any act for another, or to represent another in dealing

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with third person.

e. A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions and procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)."

The following pre-qualification conditions are mandatory requirements and are also required to be fulfilled by the bidders in their individual capacity. (As indicated below).

Technical Requirements

Sl. No.	Requirement Description	Documents to be uploaded
1	The bidder shall be a firm/company registered / incorporated in India	Valid certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association.
2	The agency should be registered with the Service Tax department and carry a valid PAN/TAN (Proof of the same must be submitted)	a. Copy of Service Tax/GST Registration. b. Copy of PAN Card / Copy of TAN Card.
3	The bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking in India.	A self-declaration by the bidder to be submitted.
4	Agency should not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract.	A self-declaration by the bidder to be submitted.

Financial Criteria

5	The bidder should have a minimum annual turnover of **Rs. 10 crores** in the last three (3) financial years FY (i.e. FY 2020-21, FY 2021-22 and FY 2022-23).	Audited Financial Balance sheet and Profit & Loss statement of last three years (i.e. FY 2020-21, FY 2021-22 and FY 2022-23), certified by CA. **Note:** The audited financial statement should be in Indian rupees.
6	The bidder should have been profitable for at least two (2) of the last three (3) financial years i.e. (i.e. FY 2020-21, FY 2021-22 and FY 2022-23).	Copies of Income Tax returns for the last three years (i.e. FY 2020-21, FY 2021-22 and FY 2022-23).

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2.6. Cost of Bidding

The Bidder shall bear all Costs and expenses Associated with preparation and submission of its Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and BESCOM will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of the Bidding process.

2.7. Documents to be submitted by Bidders

The bidders must upload all documents required to prove Eligibility of the Bidders as required in Qualification Criteria **Clause 2.5** and in addition to above the following documents needs to be uploaded:

a. Company Profile document of Bidder.
b. Copy of Permanent Account Number (PAN) Card of bidder.
c. Presentation and Write up on the proposed approach and methodology to be adopted for the project as per **Section 9 Forms**.
d. The Curriculum Vitae of the Key Experts proposed to be involved in the project, duly signed by the Personnel and authenticated by the Bidder as per format specified in **Section 9 Forms**.
e. Power of Attorney in favour of all the persons signing the documents, if any, on Non-Judicial Stamp Paper of Rs. 200/- duly notarized in name of the Bidding Entity.
f. GST registration or CST registration or KST registration.
g. All other Forms as per **Section-9** of this document.

NOTE: *All those documents for which format has not been specified in Annexures or elsewhere in the bid documents, the bidders are required to submit the same in a format suitable to them under the sign and seal of the Bidder*

2.8. Bidding Documents

2.8.1. Understanding of Bid Documents:

A prospective bidder is expected to read carefully all instructions, forms, terms and specifications in the bid documents and fully self-appraised / understood all the conditions and matters, which may in any way affect the scope of work or the cost there of and furnish the same in the bid documents. Failure to furnish all required information in the bid documents or submission of a bid not furnishing with the required information in every respect, it will be at the bidder's risk and which may result in rejection of bid.

2.8.2. Clarifications on Bid Documents

a. The prospective bidder finds any discrepancies or omissions in the bid documents or is in doubt as to ascertain the true meaning of any clause / section / word / parameter, the bidder shall seek clarification on such issues to the Employer only in writing format or e-mail, using the Employer's contact information in the NIT. The queries must be submitted in the following format only to be considered for clarification.

Sl.No.	Section no/ Clause No.	Page no	Description/ Reference/ Subject	Clarification Sought

b. The Employer will issue the clarifications (including the query but without identifying the source of inquiry) on the Karnataka e-procurement portal (https://kppp.karnataka.gov.in). After the clarifications are issued the bidder may submit the bid but within the time and date as specified in the Notice Inviting Tender (NIT). All such clarifications shall form part of the bid documents and shall accompany the bidder's proposal. All requests shall be submitted not later than the date indicated in Section of NIT for any clarifications.

c. Verbal clarifications and information given by the Employer or his employee(s) or his representative(s) shall not in any way be binding on the Employer.

2.8.3. Amendment of Bidding Document

a. At any time prior to the deadline for submission of Bids, the Employer may for any reason whether on its own initiative or in response to clarification requested by a prospective bidder, modify / amend the bidding conditions by issue of an addendum/ corrigendum.
b. All the amendments / clarifications will be notified at the Karnataka e-procurement website. No separate communication in this regard shall be made with any bidder. It will be the responsibility of the bidder to regularly visit the website to keep themselves updated on such changes. Employer will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
c. No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the BESCOM or any staff will be deemed as addendum/ corrigendum to the Tender document.
d. In order to afford prospective bidders reasonable time to take the amendment into account while preparing the bids the Employer may, at its discretion, extend the due date for submission of bids.
e. All amendments / clarifications shall be binding on bidders and the bidder shall give due consideration while preparation & submitting of the bids. Such amendments / clarifications invariably enclosed as a part of the bid.

2.9. Preparation of Bids

2.9.1. Language of Bid

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the **English Language** only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern.

2.9.2. Local Conditions

It will be imperative on each Bidder to fully inform them self of all local conditions and factors and factors which may have any effect on the execution of the contract covered under these Documents and Specifications. BESCOM shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the contract awarded under these Specification and Documents on account of Local conditions will be entertained by BESCOM. Neither any change in the Time schedule of the contract nor any financial adjustments arising thereof shall be permitted by BESCOM, which are based on the lack of such clear information or its effect on the Cost of the Works of the Bidder.

2.9.3. Documents comprising the Bid

The bid submitted by the Bidder shall comprise the following documents and upload in the e-procurement portal:

a. Bid Forms as per **Section 9** of this document duly completed and signed by the authorized signatory of the Bidder, together with all Attachments.

b. Price Schedules duly completed by the Bidder.

The Bidder shall also submit Documentary evidence to establish that the Bidder meets the Qualification Requirements.

2.9.4. Preparation of Bid/ Proposal

Bidder shall submit only one Bid. If, Bidder submits more than one Bid, all such Bids shall be disqualified.

The Bid/ Proposal as well as all related correspondence exchanged by the Bidders and BESCOM shall be written in English Language, unless specified otherwise.

In preparing their Bid/ Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/ Proposal.

The Technical Bid/ Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non responsive.

2.9.5. Financial bid/ proposal

- The Financial Proposal shall be directly entered in the e-procurement portal. It shall list all costs associated with the Assignment/ Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional functional proposal shall be rejected summarily.
- Bidders are to Enter/Key-In the bid price directly in the e-Procurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆ.ಇ 165 ವೆಚ್ಚ – 12/2017 dated 21/3/2017. As per the circular only the price entered/keyed- in the e-

procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

- Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of e-procurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified. Bidders shall give a break-up of the prices in detail as Hard copy in sealed cover on the date of opening of the Price bids.
- The best and firm price should only be quoted.
- The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.
- The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.
- The prices offered should be inclusive of all the deliverables mentioned in **Section 4: Scope ofwork**.

2.9.6. Bid Price

The firms have to quote a lump-sum fee for the entire service on a 'single responsibility' basis as per the entire scope of work such that the total bid price covers all obligations mentioned therein in accordance with the requirements of the Conditions of Contract.

The quoted rate shall be inclusive of the following:

i. The quoted cost shall be, inclusive of all applicable duties, taxes and levies paid as applicable on the last day of submission of bid.

ii. The price quoted shall inclusive of all applicable taxes such as income tax, GST etc. & all other including own arrangements for workshops, transport, travel and for accommodation to himself & their staff, photograph, videography, stationery charges and all other related expenses for completing the scope of work & terms and conditions included in the RFP.

Price quoted by the bidder shall be fixed and not subject to adjustment during the performance of the contract.

Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

The Bidder shall quote only in **Indian National Rupees (INR).**

Detailed break up, covering all the Price Components of Unit Prices as well as Total Bid Price, as stipulated in the appropriate Price Schedules of Bid Proposal Sheet shall be furnished by the Bidder. This break up shall be entered separately in the following manner:

- The Price of the Works/services quoted Ex-Works/services as applicable, inclusive of all applicable Duties, Taxes and Levies paid.

The Bidder's separation of Price Components will be solely for the purpose of facilitating the comparison of Bids by BESCOM, for Contract Price amendment due to Quantity variation and for on Account Payments (in case of Award) and shall not in any way limit BESCOM's rights.

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2.9.7. Price Basis

The Price shall be quoted on **FIRM Price** basis inclusive of all applicable taxes and no price variation will be allowed.

2.9.8. Taxes and Duties

The prices quoted by the bidder shall be inclusive of all other applicable taxes & duties. No separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any.

The Successful Bidder is liable for all applicable taxes and duties etc. and maintain adequate books and records in connection with contract and shall make them available for inspection and audit by BESCOM or any agency authorized by BESCOM during the terms of contract until expiry of the performance guarantee.

Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

Applicable taxes shall be borne by the bidder and not by BESCOM. **Further, the tax to be remitted directly by BESCOM to the tax authorities as per the guidelines from Government of India will be deducted from the payables to the Firm**.

As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner (BESCOM) shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

Any changes in the tax components/ structure shall be accommodated and adhered to by both parties as per the directions & directives mandated by Central/ State Government. In case there is any increase in the taxes the same shall be borne by the Successful bidder and if in case the taxes are reduced the Successful Bidder shall avail the benefit and pass on to BESCOM.

Before quoting, the Bidder shall ascertain from the concerned Tax Authorities, the applicability of GST etc. and include the same in the quoted Price as per tender conditions. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

2.9.9. Contract Quality Assurance

The bidder shall include in their proposal with the Quality Assurance Programme containing the overall Quality Management and procedure which they propose to follow in the Performance of the Works during various phases as detailed in the relevant clause of Section-4: Scope of Work.

At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed program shall form a part of the Contract.

2.9.10. Bid Security (EMD)

1. The bidder shall pay EMD of **Rs 4,00,000** (In words Rs. Four Lakhs only). This EMD is lump sum amount and not related to the Amount Put to Tender. The Bid Security EMD shall be valid for 180 days.
2. The EMD shall be made through any one of the e-payment modes mentioned in the e-procurement portal of Government of Karnataka. (https://kppp.karnataka.gov.in).
3. Permanent EMD holders are also necessary to furnish the EMD. Government/Quasi Government/Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids.
4. Bids received without accompanying the requisite EMD are liable for rejection.
5. Earnest money deposit will be returned/ refunded to the unsuccessful bidders as soon the tenders are finalized and EMD of the successful bidder will be returned after furnishing the Performance Guarantee by the successful Bidder. The EMD shall not carry any interest.
6. The eligible bidders who wish to participate in the tender should pay Non- refundable tender processing fee as specified in the e-procurement portal https://kppp.karnataka.gov.in.
7. The bidders have to pay the Registration Fee as specified in the e- procurement portal https://kppp.karnataka.gov.in who wish to participate in the tender.
8. MSME Certificate will be considered for EMD exemption.

2.9.11. E-Payment Modes for Tender Processing Fee & Earnest Money Deposit.

The bidder should pay the Earnest Money Deposit (EMD), Tender processing Fee & Registration Fee in the e-Procurement portal https://kppp.karnataka.gov.in using any of the following payment modes:

a. Instant Payments
   i. Credit Card
   ii. Debit Card
   iii. Net banking
b. Deferred Payments
   i. National Electronic Fund Transfer (NEFT)
   ii. Over the Counter Payment Remittance at the bank counter / Over TheCounter (OTC) Payment

For different payment methods, the user manual is available in the following link:
https://kppp.karnataka.gov.in/#/portal/download-user-manuals-tenders

The Firm's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c.

For details on e-Payment services refer to e-procurement portal for more details on the process.

Note: In e-Procurement Portal Firm has the option of withdrawing the Bid by digitally signing to

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withdraw/cancel bid before the bid submission time/Date

Any clarification in this regard may be obtained from the e- Procurement portal https://kppp.karnataka.gov.in

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2.9.12. Period of Validity of Bids:

Bids submitted by Bidders shall remain valid for acceptance for one hundred and eighty (180) calendar days after the date of opening of Technical Bids prescribed by the BESCOM. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of the contract.

In exceptional circumstances, BESCOM may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including E-mail). In such an event the Bid Security provided under Clause 2.9.10. -Bid Security (EMD) shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of their Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

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2.10. Submission of Bids

2.10.1. Format of Bids

a. The bids shall be uploaded in the e-procurement portal, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal (https://kppp.karnataka.gov.in) and non-submission of EMD will be disqualified.
b. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this document in general.
c. All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website (https://kppp.karnataka.gov.in).

2.10.2. Tender processing Fee

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e-procurement portal https://kppp.karnataka.gov.in The bidder shall be familiar with the rules and regulations of the e-procurement portal. BESCOM shall not be held responsible for any disputes/ issues.

2.10.3. Last Date for Submission of Bids

a. Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notice Inviting Tender (NIT).
b. The BESCOM may, at their discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.10.4. Late Bids

Any Bid uploaded by Bidder after the Time and Date fixed or extended for submission of Bids prescribed by the BESCOM, will be rejected and not considered for evaluation.

2.10.5. Modification and Withdrawal of Bid

a. The Bid shall be submitted in electronic form. No hard copies shall be accepted.
b. The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification.
c. Or Withdrawal is received by owner prior to the deadline prescribed for submission of bids.
d. No bid may be modified subsequent to the deadline for submission of bids.
e. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

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2.11. Bid Opening and Evaluation

2.11.1. Opening of Bids

a. The e-procurement system allows the BESCOM to download and open the e-submitted bid files from bidders only after the time for opening the bids.
b. The bids will be opened as per the dates given in the e-procurement portal.
c. Bidder's representatives (up to 2 Persons) could choose to attend for opening of bids stipulated in the Notice Inviting Tender (NIT). In case any extension has been given thereto, Bidder's representatives (up to 2 Persons) can choose to attend on the extended Bid Opening Date and Time. The Bidder's representatives who are present shall sign in a register evidencing their attendance.
d. No electronic recording devices will be permitted during bid opening.
e. The price bids of all the qualified technical responsive bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The price bids of the responsive bidders will be opened only after completion of successful Technical evaluation.
f. The submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

2.11.2. Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the BESCOM may, at their discretion, ask the Bidder for a clarification of their Bid. The request for clarification and the response shall be in writing and no change in the Price or Substance of the Bid shall be sought, Offered or permitted.

2.11.3. Preliminary Examination:

a. The BESCOM will examine the Bids to determine whether they are complete, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

The bids shall be examined to determine whether:

i. They are complete and all supporting documents and annexure are filled;
ii. The documents have been properly signed.
iii. BESCOM shall have the authority to waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.12. Negotiations

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The BESCOM may go for any price negotiations with the firms.

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2.13. Bid Evaluation

The evaluation process of the RFP, proposed to be adopted by the BESCOM is indicated under this clause.
First the Qualification Requirement as per clause 2.5 will be evaluated. Documents and required forms uploaded by the bidders as part of the Qualification criteria will be opened and evaluated for compliance in this stage of evaluation. Only those bidders who qualify the Qualification requirements will be eligible for Technical Evaluation as in clause 2.13.2. Those bidders who do not meet the Qualification criteria will not be considered for Technical Evaluation.

2.13.1. Evaluation of Technical Bid

BESCOM will review the documents of the bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder.
For technical evaluation, criteria has been defined as below and each bidder will be asked to make presentation on "**Approach & Methodology**" along with past experience before Evaluation Committee constituted by the BESCOM. The Evaluation Committee shall evaluate and give score as per Technical Proposal Evaluation criteria (Clause 2.13.2).
Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.

2.13.2. Technical Evaluation Criteria

BESCOM will evaluate the Technical Bids to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. Bidders who qualify the Pre- Qualification requirements will be evaluated as per the Technical evaluation.

A bidder shall score a minimum of **80 marks** to be considered for Opening of Price Bids. The technical proposal evaluation criteria are as detailed in **Section 7** of the bid documents. The Team Leader proposed for the engagement shall make a technical presentation explaining Approach & Methodology containing proposed activities to be conducted in the state as part of EV Cell in accordance the requirements specified in the bid documents.

The Project credentials submitted shall have Bidder as the Bidding entity and the executing entity. Any project credential, where the Bidder has subcontracted part or whole of the scope of work for the respective project shall not be considered. Project credentials submitted should be either completed or On-going for at least 1 year (1 year shall be considered till the date of publication of this bid). The personnel to be evaluated as part of the technical evaluation criteria shall not be presently deployed/proposed for any other project in BESCOM.
Parameters for technical bid evaluation are detailed in **Section 7, clause 7.3 and 7.4** of the bid documents.
Note:

Even though the Bidder meets above qualifying criteria, as per their statement they are subject to be disqualified if they have:

a. Made misleading or false representation in statements and documents submitted as proof of qualification requirement.

b. Record of poor performance such as not properly completing the contract, inordinate

delay, completion or financial failure, etc., in any of their previous projects.

2.13.3. Evaluation of Financial Bid

The evaluation of financial bid is as per clause 7.4 of Section 7 of this document.

a. BESCOM shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.
b. To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in Clause (2.13.3). No other criteria or methodology shall be permitted.
c. The firms have to quote for the complete package as a whole. To evaluate the Price Proposal, the online Price quoted in Price Proposal Submission Sheet shall be considered by BESCOM.
d. The price quoted shall inclusive of all applicable taxes, duties, levis charges such as income tax, GST etc.

2.13.4. Bids under consideration

Bids shall be deemed to be under consideration immediately after opening of Technical and price Bid and until such time official intimation of Award/rejection is made by BESCOM to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, BESCOM and/or their Employees/ Representatives on the matters related to the Bids under consideration.

2.13.5. No Commitment to Accept Lowest or Any Tender

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.14. Award of Contract

2.14.1. Award Criteria

The BESCOM will Award the Contract to the Successful Bidder whose Bid has been determined to be substantially Responsive and has been determined as the Lowest Evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The BESCOM shall be the sole judge in this regard.

Notwithstanding the above, if it is found that the performance Vis – a - Vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

Note: The contract will be awarded to the evaluated L1 bidder on Lumpsum cost.

2.15. BESCOM's Right to Accept Any Bid and To Reject Any or All Bids

The BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

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2.16. Notification of Award

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or by cable/ telex/ fax/mail, to be confirmed in writing by registered letter that its bid has been accepted.

The "Notification of Award/ Letter of Intent" shall constitute the formation of the Contract.

Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 2.18, the owner will notify each unsuccessful Bidder and will discharge their EMD pursuant to Clause 2.9.10.

2.17. Signing of Contract

Within 15 days on receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the owner.

The Bidder shall prepare the Contract Agreement as per the proforma enclosed and the same shall be signed within 15 (Fifteen) days of Letter of Intent.

At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

The BESCOM notifies the successful Bidder that their Bid has been accepted.

The Successful Bidder must enter into a Contract Agreement with BESCOM on Non-Judicial Stamp Paper of value Rs. 200/- (as per Form-6) within 15 days of issuing of the LoI (Letter of Intent).

The Successful Bidder shall observe all the formalities stipulated in the LOI within the stipulated period. In the event of the successful bidder failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LoI/Purchase Order.

2.18. Contract Performance Guarantee

The Successful Bidder shall, within fifteen (15) days of issuing of LoI (Letter of Intent), provide a performance security in form of Performance Bank Guarantee (PBG) as per the BESCOM's Format given in **Form-2** issued by a Public Sector Nationalized Bank/Scheduled Commercial Bank for the due performance of the successful Bidder.

The PBG amount equivalent to Ten percent (10%) of the total Price of the Work Award, with a validity up to sixty (60) days beyond the Completion period.

The Contract Performance Guarantee is intended to secure the performance of the entire Contract in accordance with the terms and conditions specified in these documents and specifications. The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

Failure of the successful Bidder to submit PBG as explained above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event BESCOM may blacklist the successful bidder.

2.19. Establishing the EV Accelerator Cell

The Cell shall be established in the BESCOM EV Cell by the successful bidder within thirty (30) days from the issue of contract/Letter of Intent (LoI).

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SECTION 3: GENERAL TERMS & CONDITIONS OF CONTRACT

3.1. Definition of Terms

'The Contract' means the Agreement entered into between BESCOM and Firm as per the Contract Agreement signed by the Parties including all attachments, there to and all Documents incorporated by reference therein.

'BESCOM' shall mean the Bangalore Electric Supply Company, Limited (BESCOM) and shall include their Legal Representatives, Successors and Assigns.

'Firm' shall mean the Bidder, whose Bid will be accepted by BESCOM for the Award of the Works and shall include such successful Bidder's Legal Representatives, Successors and Permitted Assigns.

'Bidder' shall means an individual bidder.

'Agency' shall means an individual bidder.

'Sub- Contractor' shall mean the Persons named in the Contract for any part of the Works or any Persons to whom any Part of the Contract has been Sublet by the Firm with the consent in writing of BESCOM and will include the Legal Representatives, Successors and Permitted Assigns of such Persons.

'Engineer' shall mean the Officer of EV Cell, BESCOM from timeto time for the purposes of the Contract.

'Consulting Engineer' shall mean any Firm or Persons duly appointed as such from time to time by BESCOM.

'Implementing Agency/ System Integrator' shall mean Implementing Agency (IA)/ System Integrator (SI) appointed for implementation of Advanced Metering Infrastructure in BESCOM.

'Works' shall mean and include services in the Scope of the Firm and extending all Services, as per the Specifications.

'Specifications' shall mean the Specifications and Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

The term **'Contract Price'** shall mean the Lump Sum Price comprised of Unit Price quoted by the Firm in their Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

'Firm's Works', shall mean the place of Work used by the Firm, their Collaborators/ Associate or Sub-Contractors for the Performance of the Contract.

'Notice of Award of Contract'/'Letter of Intent' shall mean the Official Notice issued by BESCOM notifying the Firm that their Bid has been accepted.

'Date of Contract' shall mean the date on which Award of Contract has been issued.

'Month' shall mean the Calendar Month**. 'Day' or 'Days'** unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. **'A Week'** shall mean continuous period of Seven (7) Days.

'Writing' shall include any communication through e-mail, letter issued on letter head, under or over Signature and/or Seal, as the case may be.

When the words **'Approved'**, Subject to **Approval'**, **Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by, 'Accepted', 'Permitted',** or Words and Phrases of like importance are used, the Approval, Judgment, Direction etc. is understood to be a function of BESCOM/Engineer.

The term **'Final Acceptance/Taking Over'** shall mean BESCOM's written acceptance of the Works performed under the Contract, after successful Commissioning/ Completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or other-wise agreed in the Contract.

Words imparting the Singular only shall also include the Plural and vice-versa where the Context so requires.

Words imparting '**Persons**' shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

"Bidding Documents": Means Information & Instructions, General Conditions of Contract, Technical Requirements.

The Term **'Services'** means Services Ancillary works covered under Scope of Work and other such obligation of the Firm covered under the Contract.

3.1.1 Application:

These General Conditions shall apply to the extent that they are not superseded by Provisions in other Parts of the Contract

3.1.2 Contract Documents

The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

A. Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other Documents.

B. Specifications of the work under the Contract as brought out in the accompanying SCOPE OF WORK.

C. Firm's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Firm and BESCOM prior to the Award of Contract except to the extent of repugnancy.

D. All the Literature, Data and Information of any sort given by the Firm along with their Bid, subject to the approval of BESCOM.

E. Letter of Award and any agreed variations of the Conditions of the Documents if any.

In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the Parties.

All the relevant Information/ Material furnished by the Firm such as Specifications, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of BESCOM and BESCOM will have full rights to use the same elsewhere.

3.1.3 Use of Contract Documents and Information

The Firm shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the BESCOM in connection therewith, to any Persons other than a Person employed by the Firm in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

The Firm shall not, without the BESCOM's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

The Firm shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the BESCOM.

Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the BESCOM and shall be returned (in all copies) to the BESCOM on Completion of the Firm's Performance under the Contract, if so required by the BESCOM.

3.1.4 Confidentiality

The Bidder and their Personnel shall not disclose any proprietary or confidential information relating to the operations, the services or business of BESCOM without the prior written consent of BESCOM. The technical information, drawings, specifications and other related data and documents forming part of the “Contract” are property of BESCOM and shall not be used for any other purpose, except for execution of the Contract.

Successful Bidder must execute Non-Disclosure Agreement on stamp paper of Rs. 200/- with BESCOM and submit it along with Contract agreement.

3.1.5 Law Governing of Contract

The Contract, shall in all respects be constructed and governed according to Indian Laws. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

3.1.6 Manner of Execution of Contract

The Contract, unless otherwise agreed to, shall be signed within 15 days of the notification of the Letter of Award, at the Office of BESCOM at Bangalore, on a date and time to be mutually agreed to. The Firm shall provide for signing of the Contract, Performance Guarantee in Four Copies, appropriate Power of Attorney and other requisite Materials. In case the Contract is to

be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.

The Agreement shall be signed in Duplicate and the Firm shall be provided with one signed copy and BESCOM will retain the Original.

3.1.7 Enforcement of terms

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be constructed to be a waiver of such provisions, rights or options or in any way to affect the validityof the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

3.1.8 Completion of Contract

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the Contract Period as provided under the Clause- 2.4. BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted.

3.2. Guarantees & Liabilities

3.2.1. Time - the Essence of Contract

The Time and the Date of Completion of the Contract as stipulated in the Contract by the BESCOM without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Firm shall so organize their resources and perform their Work as to complete it not later than the date agreed to.

During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made to ensure proper progress without any Cost implication to BESCOM. BESCOM reserves the right to request for change in the work schedule.

The successful bidder shall complete the planned activities as assigned and other tasks as detailed in the scope of the work during the contract period. However, consequent to delay in execution of works attributable to the BESCOM, the Bidder shall not be held responsible for the same.

3.2.2. Effectiveness of Contract:

The Contract shall be considered as having come into force from the date of the issuance of Work Award unless otherwise provided in the Notification of Award.

3.2.3. Liquidated Damages

Liquidated damages would be imposed @1% per week or part thereof or the delay in deliveryas may be attributed to the Successful Bidder for each payment milestone as defined in the contract, subject to a maximum of 10% of the total contract value. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to

Employer under the terms of the contract in addition to the penalty.

Liquidated Damages for not meeting Performance Guarantees shall be assessed and recovered from the Firm. Such Liquidated Damages shall be without any limitation whatsoever and shall be in addition to Damages, if any, payable under any other Clause of Condition of Contract. BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by you.

3.2.4. Penalty

a. If the agency fails to complete in full, all delivery and implementation according to the project schedule, BESCOM reserves the right to recover LD @ 1.0% of the contract value for each complete week or part thereof, for delay up to a maximum of 10% of value of Letter of Award. Thereafter, BESCOM will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.

b. BESCOM would deduct from the amount due for payment to the vendor, the amount charged as LD. If the amount of such LD exceeds the payments due to the vendor, the vendor shall within 15 days make the full payment to BESCOM.

c. BESCOM reserves the right to take action as deemed necessary by it in case any information submitted by the bidder for participating in this tender is established to be fraudulent or misleading.

3.2.5. Guarantee

The Firm shall warrant that the work / deliverable executed by them will be in accordance with the Contract Documents and are free from any errors / defects.

In the event of any error / defect occurring or identified by BESCOM for any deliverable, BESCOM shall notify the firm for rectification of the same within the contract validity period.

3.2.6. Taxes, Permits & Licenses

The Firm shall be liable and pay Taxes, Duties, and Levies, lawfully assessed against BESCOM or the Firm in pursuance of the Contract. In addition, the Firm shall be responsible for Payment of all Indian Duties, Levies and Taxes lawfully assessed against the Firm for their Personal Income and Property.

3.2.7. Patent Right and Royalties:

Royalties and Fees for Patents covering Articles, Intellectual property or Processes used in the Works shall be deemed to have been included in the Contract Price. The Firm shall satisfy, all demands that may be made at any time for such Royalties or Fees and they alone shall be liable for any Damages or Claims for Patent infringements and shall keep the BESCOM indemnified in that regard. The Firm shall, at their own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works and, in case of an Award of Damages, the Firm shall pay for such Award. In the event of any Suit or other Proceedings instituted against the BESCOM, the same shall be defended at the Cost and expense

of Firm who shall also satisfy/comply with any Decree, Order or Award made against the BESCOM. Final Payment to the Firm by the BESCOM will not be made while any such Suit or Claim remains unsettled.

3.2.8. Defense of Suits

If any action in Court is brought against BESCOM or Engineer or an Officer or Agent of BESCOM, for the failure, omission or neglect on the part of the Firm to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Firm, their Agents, Representatives or their Sub-Firms, or in connection with any Claim based on lawful demands of Sub-Contractors, Workmen, Suppliers or Employees, the Firm shall in all such cases indemnify and keep BESCOM, and the Engineer and/or their Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.

3.2.9. Limitation of Liabilities

The Bidder shall be liable to BESCOM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to BESCOM on account of deficiency in Services or any other Deliverables on the part of Bidder or its agents or any person / persons claiming through or under said System Integrator. However, such liability of Bidder under this Agreement shall not exceed **100%** of the Total Value of the Project.

Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third party claims, even if it has been advised of their possible existence.

This limitation of liability provided in this Clause shall not limit the Bidders liability for the indemnity obligations as agreed in this Agreement.

3.2.10. Engineer's Decision

In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the Certificates, the Engineer shall, if required to do so by the Firm, give in writing a decision thereon.

If, in the opinion of the Firm, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Firm may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.

3.2.11. Power to Vary or Omit Work:

No Alterations, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter

referred to as 'Variation') under the Contract as detailed in the Contract Documents, shall be made by the Firm except as directed in writing by the BESCOM, but the BESCOM shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Firm to make such Variation without prejudice to the Contract. The Firm shall carry out such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Firm, if carried out, prevent them from fulfilling any of their obligations or Guarantees under the Contract, they shall notify the BESCOM thereof in writing and the BESCOM shall decide forthwith whether or not, the same shall be carried out and if the BESCOM confirms their instructions, the Firm's obligations and Guarantees shall be modified to such an extent as may be mutually agreed to. Any agreed difference in Cost occasioned by any such variation shall be added to or reduced from the Contract Price as the case may be.

In the event of BESCOM requiring any Variation, a reasonable and proper Notice shall be given to the Firm to enable them to Work their arrangement accordingly.

In any case in which the Firm has received instructions from the BESCOM as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Firm, involve a Claim for additional Payment, the Firm shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the BESCOM to that effect. But the BESCOM shall not become liable for the Payment of any charges in respect of any such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.

If any variation in the Works results in reduction of Contract Price, the Parties shall agree, in writing, as to the extent of any change in the Price, before the Firm proceeds with the Change.

In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of the Engineer shall prevail.

Notwithstanding anything stated above in this Clause, the Engineer shall have the full power to instruct the Firm, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause 3.2.12- Change of Quantity below. The Firm shall carry out such Variations and be bound by the same conditions as though the said Variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the Prices provided for the Original Quantities in the Contract.

3.2.12. Change of Quantity

During the execution of the Contract, BESCOM reserves the right to increase or decrease the Quantities of resource under the Contract but without any change in unit Price or other Terms and Conditions. Such Variations, unless otherwise specified in the accompanying Bid document and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total Variation in all such items under the Contract shall be limited to a percentage of the Contract Price. BESCOM reserves the right to increase or decrease the ordered quantity by 25% of the Value of the Contract during the contract period. The firm shall provide the services

of resources, if ordered, at the same agreed rates for respective categories as per contract.

The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract.

3.2.13. Co-Operation with other Contractors and Consulting Engineers

The Firm shall agree to cooperate with BESCOM's other Contractors and Consulting Engineers and freely exchange with them such Technical information as is necessary to obtain the most efficient and economical Design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with of all correspondence addressed by the Firm to other Contractors and Consulting Engineers of BESCOM in respect of such exchange of Technical information.

3.2.14. No Waiver of Rights

Neither the inspection by BESCOM or the Engineer or any of their Officials, Employees, or Agents, nor any Order by BESCOM or the Engineer for Payment of money or any Payment for or acceptance of the whole or any part of the Works by BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to BESCOM or any right to Damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

3.2.15. Certificate not to affect right of BESCOM and liability of Firm

No interim Payment Certificate of the Engineer, nor any Sum paid on account by BESCOM, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of BESCOM against the Firm or relieve the Firm of their obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for BESCOM to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Engineer or discharge the liability of the Firm for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which they are bound to indemnify BESCOM, nor shall any such Certificate nor the acceptance by them of any Sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Firm.

3.2.16. Manpower skills:

a. Successful Bidder will ensure to deploy qualified competent resources to carry out the work as specified in this Contract.

b. Successful Bidder will also ensure the quality of work and data by deploying different qualified skilled resources requirement to the utmost level, whereby deployed team shall have expertise in the field of E-mobility, Charging Infrastructure implementation, Traction, Battery, Urban Planning & Government correspondence, coordinating with prospective EV charging consumers etc. The detailed work to be carried out by the EV accelerator cell is enumerated in Section 4: Scope of Works.

c. CV's of manpower deployed to each category of resource should be submitted as per

formats specified.

3.3. Work Program

3.3.1. Successful Bidder's Organization

The Successful Bidder shall supply to the BESCOM a chart showing the proposed organization to be established by the successful Bidder for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae and Government ID proof of such key personnel to be employed within thirty (30) days from the date of issue of Letter of Intent.

The Successful Bidder shall promptly inform the Employer in writing of any revision or alteration of such an organization chart.

3.3.2. Program of Performance

Within seven (7) days after the date of signing the Contract Agreement, the Successful Bidder shall prepare and submit to the BESCOM a detailed program of performance of the Contract,made in the form of PERT chart, to achieve Completion of the Facilities in accordance with the Contract.

3.3.3. Progress Reports:

The Successful Bidder shall submit progress report to the BESCOM. The progress report shall be both in Hard / Soft Copy acceptable to the Employer and shall indicate:

a. The successful bidder shall provide progress reports of the personal deployed which he/she has carried out in the works assigned, completed and in progress on a monthly basis.

b. Where any activity is behind the program, giving comments and likely consequences stating the corrective action being taken.

Progress reports shall be furnished as follows:

Sl.no:	Frequency	Due Date/ Time	Due Date/ Time	No. of Hard Copies to be submitted
1	Progress Report (Monthly)	Every month	Before 7th day of the following month	1

The Team Leader is required to submit a detailed work plan to complete each of the activity taken up. This work plan will clearly specify the plan of action to achieve the completion and methodology for activity completion.

3.4. Contract Security and Payments

3.4.1. Contract Performance Guarantee/ Guarantee

As mentioned in clause 2.18, the Successful Bidder to whom Contract is awarded, shall furnish Contract Performance Guarantee for **Hiring an Agency for setting up EV Accelerator Cell in the State of Karnataka** within Fifteen (15) days of BESCOM's Notification of Award of Contract.

3.4.2. Contract Price

The quoted prices shall remain fixed during the contract period and shall not vary on account of change in number of man power resources.

3.4.3. Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the BESCOM as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.

b. Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes,

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BESCOM as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

Provided also that if the contract is terminated under this clause, BESCOM shall be at liberty to take over from the Agency at a price to be fixed by BESCOM which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BESCOM elect to retain.

The decision of the BESCOM with regard to the occurrence, continuation, period or extent of Force majeure shall be final and binding on the Firm.

3.4.4. Bankruptcy

If the Successful Bidder shall become bankrupt or otherwise insolvent or have a receiving Order made against them or compound with their Creditors, or being a Corporation, commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/ reconstruction, or carry on its business under a receiver for the benefit of its Creditors or any of them, the BESCOM will be at liberty:

BESCOM

a) To terminate the Contract forthwith by Notice in writing to the Liquidator or Receiver or to any Persons in whom the Contract may become vested and to act in the manner Provide in Clause 3.4.5 - Merger & Acquisition.

   In case of merger, acquisition or divestiture of the Firm, the acquiring company shall be bound by the terms & conditions of this Contract during the period of contract, at no additional cost to the BESCOM. Additionally, the acquiring company shall continue to related services during the time period as mentioned in the Contract.

   When the Firm is a partnership firm, the prior approval in writing from the BESCOM shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Firm enters into any agreement with other Parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the Firm. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

   Suspension of Work below infra titled 'Successful Bidder's Default Liabilities', as though the last mentioned Notice has been the Notice referred to in such Clause and the Works have been taken out of the Firm's hands;

b) To give such Liquidator, Receiver, or other Persons the option of carrying out the Contract subject to their providing a Guarantee, for the due and faithful Performance of the Contract, up to an amount, to be determined by the BESCOM.

3.4.5. Merger & Acquisition

In case of merger, acquisition or divestiture of the Firm, the acquiring company shall be bound by the terms & conditions of this Contract during the period of contract, at no additional cost to the BESCOM. Additionally, the acquiring company shall continue to related services during the time period as mentioned in the Contract.

When the Firm is a partnership firm, the prior approval in writing from the BESCOM shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Firm enters into any agreement with other Parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the Firm. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

3.4.6. Suspension of Work

The BESCOM reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the BESCOM to the Successful Bidder in writing. The time for Completion of the Works will be extended for a period equal to duration of the suspension.

Any necessary demonstrable cost incurred by the firm as a result of such suspension of the works will be paid by the BESCOM, provided such costs are substantiated to the satisfaction of BESCOM.

The BESCOM shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Successful Bidder.

The successful Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid.

3.5. Successful Bidder's Default

If the Successful Bidder neglect to execute the Works with due diligence and expediency or shall refuse or neglect to comply with any reasonable Order given to them, in writing by the BESCOM in connection with the Works or shall contravene the provisions of the Contract, the BESCOM may give Notice in writing to the Firm to make good the failure neglect or contravention complained of. Should the Successful Bidder fail to comply with the Notice within thirty (30) days from the date of serving the Notice, then and in such case the BESCOM shall be at liberty to employ other Workmen and forthwith execute such part of the Works as the Successful Bidder may have neglected to do or if the BESCOM shall think fit, without prejudice to any other right they may have under the Contract to take the Work wholly or in part out of the Successful Bidder's hands and re-Contract with any other Persons or Persons to complete the Works or any part thereof and in that event the BESCOM shall have free use of all Successful Bidder's works that may have been at the time in connection with the Works without being responsible to the Successful Bidder for fair wear and tear thereof and to the exclusion of any right of the Firm over the same, and the BESCOM shall be entitled to retain and apply balance which may otherwise be due on the Contract by them to the Successful Bidder, or such part of the Works or of completing the Works as the case may be. If the Cost of completing the Works or executing a part there of as aforesaid shall exceed the balance due to the Successful Bidder, the Successful Bidder shall pay such excess amount. Such Payment of excess amount shall be independent of the Liquidated Damages for delay, which the Successful Bidder shall have to pay if the Completion of Works is delayed.

In addition, such action by the BESCOM as aforesaid shall not relieve the Successful Bidder of their liability to pay Liquidated Damages for delay in Completion of Works.

Such action by the BESCOM as aforesaid the termination of the Contract under this Clause shall not entitle the Successful Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract.

3.6. Termination of Contract

a. BESCOM, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the successful Bidder, may terminate the contract in whole or in part:

i. If the successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by BESCOM as per agreed terms & conditions with the selected agency

Or

ii. If the successful Bidder fails to perform any other obligation(s) under the contract

Or

iii. If the successful Bidder, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

b. BESCOM may at any time terminate the Contract, if the Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter toBESCOM.

c. BESCOM can conduct surprise visits to the site to inspect the work of the audit vendor. If the service of the vendor is found unsatisfactory, then the contract can be terminated.

d. BESCOM may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the Agency, in the above circumstances.

e. Notwithstanding anything contained herein, BESCOM also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the Agency.

In case of termination of the contract BESCOM would:

- Retain such amounts from the payment due and payable by BESCOM to the successful Bidder of overall contract value as may be required to offset any losses caused to BESCOM as a result of such event of default and the successful Bidder shall compensate BESCOM for any such loss, damages or other costs, incurred by BESCOM in this regard.
- Nothing herein shall effect the continued obligation of the successful Bidder to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the successful Bidder may have resulted from such default and pursue such other rights and/or remedies that may be available to BESCOM under law.

3.6.1. Termination for Convenience

i. BESCOM, may by written notice sent to the Consultant, terminate the contact, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BESCOM's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

ii. The services that are completed and ready for final reporting within thirty (30) days after the Consultant's receipt of notice of termination shall be accepted by BESCOM at contract terms and prices. For the remaining services, BESCOM may elect,

a) To have any portion completed and delivered at contract terms and prices and/or.
b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

3.7. Grafts and Commissions etc.

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of' the Firm or their Partner, Agent, Officers, Director, Employee or Servant or any one on their or their behalf in relation to the obtaining or to the execution of this or any other Contract with BESCOM, shall

in addition to any Criminal liability which it may incur subject the Firm to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to BESCOM resulting from any cancellation. BESCOM shall then be entitled to deduct the amount so payable from any money otherwise due to Firm, under the Contract.

3.8. Indemnity

The Bidder shall keep BESCOM and its officers, servants and agents indemnified from and against all suits, proceedings, actions, demands, losses, claims, damages, compensation, litigation etc. including attorney's fees and damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including BESCOM) attributable to the Bidder's or any of its sub-contractors' performance or non-performance under this Agreement or Bidder's or any of its sub-contractors'' gross negligence, wilful default, lack of due care or breach of terms of this Agreement or failure to comply with Applicable Laws.

3.9. Non-Disclosure Agreement

i. The firm shall execute a non-disclosure agreement (NDA) with BESCOM in the prescribed FORM 11 to protect the confidentiality/ privacy of the data.

ii. The firm shall not disclose/redistribute/resale any confidential information received by BESCOM to any third parties.

iii. The firm shall immediately return all the Confidential Information provided by BESCOM (hereunder all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture based on) in whatever form of storage or retrieval upon the completion or termination of the contract.

iv. The firm shall not publish any article or whatsoever in any form on the data or workcarried out without prior consent from BESCOM

3.10. Resolution of Disputes

3.10.1. Settlement of disputes:

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

If any dispute or difference of any kind whatsoever shall arise between the BESCOM and the Successful Bidder, arising out of the Contract for the Performance of the Works whether during the progress of the Works or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the BESCOM, who, within a period of thirty (30) days after being requested by either Party to do so, shall give written Notice of their decision to the BESCOM and the Successful Bidder.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the Completion of the Works and shall forthwith be given effect to by the Firm who shall proceed with the Works with all due diligence.

During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

3.10.2. Arbitration

BESCOM and the successful Bidder shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, BESCOM and the successful Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All disputes or differences in respect of which the decision, if any, of the BESCOM and /or successful Bidder has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

The arbitration shall be conducted by three arbitrators, one each to be nominated by the Firm and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.

The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

3.10.3. Integrity Pact

i) In order to ensure transparency, equity and competitiveness in public procurement, as mandated by the Central Vigilance Commission, as a part of this bid document, BESCOM has provided an Integrity Pact which is required to be furnished by the Bidder as an **essential preliminary qualification requirement** under this bid document.

ii) An Integrity Pact on plain paper as per the format at Appendix A of Form-14 of this bid document shall be duly signed and sealed by the authorized signatory of the Bidder and submitted as a part of the Technical Bid. However, the actual execution of the Integrity Pact on non-judicial stamp paper of requisite value will be done at the time of execution of the Agreement/ Contract by the Selected Bidder with BESCOM.

iii) The Integrity Pact shall be read as an integral part and parcel of the bid documents and the Contract/ Agreement to be signed between the Successful Bidder and BESCOM. The Integrity Pact shall be operative from the date it is signed by both the Parties till the final

completion of the contract. Any violation of the same at any stage i.e., during bidding process and during contract execution stage, would entail disqualification of the Bidder and exclusion from future bidding dealings.

iv) The Bidder shall also furnish an undertaking on its letterhead as per the format attached in Appendix B of Form-14 duly signed and sealed by the authorized signatory of the Bidder and submitted as a part of the Technical Bid under this document.

3.10.4. Forms to be submitted

The proposal is to be submitted as per the specified format in section 9 of this document along with the necessary supporting documents.

The proposal shall be liable for rejection in the absence of requisite supporting documents.
Proposal should provide information against each of the applicable requirements. In absence of the same, the proposal shall be liable for rejection.

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SECTION 4: SCOPE OF WORK

4.1. Scope of Work & Deliverables

The proposed EV accelerator cell shall be established at the office of State Nodal Agency (BESCOM) and shall act as a single window entity for all assignments related to development of e-mobility ecosystem in the state. The EV accelerator cell and its staff shall work under direct supervision of the Nodal officer of the State Nodal Agency designated by the state Government in terms of the Guidelines and standards for EV charging Infrastructure issued by the Ministry of Power on 14th Dec, 2018 and amended from time to time.

i. Monthly data compilation and MIS/Database generation of Public EV Charging Stations/BCS or BSS installed and segment wise no. of EVs registered in the State.

ii. Coordinate with (Public and Private) land owning agencies to identify/verify suitable land parcels for installation of public charging stations including BSS and BCS.

iii. Coordinate with various Central and State Departments like DISCOMs, Municipal Corporations, Transport Department, and other relevant department for drafting and updating state specific e-mobility action plan for deployment of public EV charging stations

iv. Coordinate with DISCOMs to seek timely electricity connectivity clearances for Public charging stations on behalf of the State Nodal Agency.

v. Coordinate with Transport Department, Original Equipment Manufacturers (OEMs) and other relevant stakeholders to plan electric mobility awareness activities. This also includes developing material for the awareness activities in regional languages.

vi. Organize and plan Webinars/Workshop/Roadshows/Other awareness activities under "GO-ELECTRIC" campaign.

vii. Carry out periodic assessment, load projections and impact of EV charging on grid under supervision of State Nodal Agencies.

viii. Coordinate with Bureau of Energy Efficiency (BEE) on weekly / Fortnightly / monthly basis to update data and report progress on development of e-mobility ecosystem in the State. EV Cell will also provide BEE all the necessary data related to e-mobility ecosystem in the state.

ix. Consult with stakeholders to address the challenges faced by CPOs for installation of public EV charging stations in the State.

x. Act as a single point contact for information on incentives to EV user, number of charging stations installed in the State and cities within the State, EV tariff, etc. and create a repository of all information related to EV categories and charging stations in a particular State and state level policy initiatives and implementation status of various schemes, Guidelines, news, articles of importance.

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xi. Interdepartmental coordination within state and central agencies and departments on framing regulatory mechanism and progressive policies to enhance deployment of public charging stations as per directions of the State Nodal agencies.

xii. Facilitate ICE vehicles phasing-out plan across all vehicle segments including 2Ws, 3Ws, 4Ws passenger cars and vans, and buses (including inter-city fleets).

xiii. Recommend e-mobility technologies to the State Nodal agencies and assist SNAs in implementation of technologies if so desired by the state.

xiv. Develop model proposals/agendas/notes/write-ups/Presentations etc. related to e-mobility for the consideration of various Central / State Departments

xv. Carry out Energy Modeling / simulations /Mitigation Studies or any technical feasibility study required for efficient planning and implementation of Charging Infrastructure as per the requirement of State Nodal agency.

xvi. Setting up 'EV Forum' possibly comprising of representatives from State Government Departments, businesses, industry associations, research organizations, think tanks, and international players, will be created within the EV Accelerator Cell for facilitating the EV transition.

xvii. The successful bidder shall assist and coordinate with BESCOM in preparation of bid documents related to E-Mobility.

xviii. Any other activities assigned by BESCOM related to E-Mobility.

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The scope of work and the work requirements are not exhaustive and would include additional task requirements that may come up during the duration of the Project/ contract. The resources deployed by the agency shall have the facility to draw upon the expertise and experience available within the consulting firm.

SNA reserves the right to obtain opinion on Deliverable Reports submitted by the firm from its Advisors or Third party.

4.2. Team Composition

The agency shall be consisting of team having expertise in electric mobility including charging infrastructure, traction batteries, charging infrastructure implementation strategies and implementing electric mobility awareness and capacity building programs.

The number of fulltime consultants to be placed in the EV Cell will be as follows:

<Continued >

Sl. No	Resource	Duration
1	Team Leader	Availability till the entire contractual period.
2	Team Member	Availability till the entire contractual period.
3	Team Member	Availability till the entire contractual period.

The successful bidder shall depute three (3) full-time consultants in the EV Cell in the State for which it is shortlisted with following qualifications:

- **Team Leader:**
  - **Essential qualifications:**
    - MBA/M.Tech (preferably in electronics, electrical, power, energy) from a recognized university or institute having 8 years work experience.
    - Minimum 2 years' work experience in e-mobility, charging infrastructure implementation, policy formulation, transportation planning, EV/EVSE testing as per CMVR and urban planning.
  - **Desirable qualifications:**
    - Master's in engineering / management or related domain.
    - Experience in supporting Central or State government in electric mobility/transport/urban planning related project.
    - Candidates with knowledge on batteries, especially EV batteries would be preferred.
    - Experience in formulation of energy policy and developing financial models and hands-on experience in energy modelling tools.
    - Strong analytical, problem-solving, and decision-making capabilities.
    - Proficiency in MS Office applications (Word, PowerPoint, Outlook, Excel).
    - Excellent communication skills.
- **Team Members**
  - **Essential qualifications:**
    - MBA/M. Tech (preferably in electronics, electrical, power, energy) from a recognizeduniversity or institute having 3 years work experience.
    - Minimum 1 years work experience in e-mobility, charging infrastructure implementation, policy formulation, transportation and urban planning.
  - **Desirable qualifications:**
    - Experience in supporting central or state government in electric mobility and transport related project.
    - Preference will be given to candidates having experience knowledge on batteries, EVchargers, transportation, policy assessment, location assessment for EV charging.

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- Experience of using advanced excel tools and having analytical skills
- Experience in Microsoft Office applications (Word, PowerPoint, Outlook, Excel)
- Good drafting and communications skills in English

Note: *Compliance with the Qualification, Experience & Competencies may be ensured.*

The replacement of personnel is highly discouraged. In case of unavoidable circumstances and to ensure smooth transition and continuity, the request for replacement shall be sent to the Managing Director, BESCOM at least two months in advance. The agency must ensure that the replacement shall match or exceed qualification / experience of existing professional. In case of delay in deputing the consultant by more than 3 days, penalty would be imposed on the Agency. Calculation of penalty is explained below:

- If there is a gap /absence of deputed consultant with the afore stated qualifications and experience for a period of less than or equal to 3 days, then amount to be deducted = Per day renumeration to the consultant x (number of days)
- If there is a gap or absence of deputed consultant beyond 7 days, then amount to be deducted = per day remuneration to the consultant x 7 + Per day renumeration to the consultant X 2 (number of days of gap – 7)

Note: All hardware/equipment/software required for day-to-day operations like computers/laptops, internet dongles, software to carry out Business Analytics and Technical Analysis like energy Modeling or simulations; stationary will have to be provided by the selected agency to the technical resources placed in the EV Cell. SNA will only provide sitting space and administrative facilities like table, chairs, printers, scanners.

Team Leader is responsible for overall activities under the scope of Work. All deputed consultants should be physically deployed in the project throughout the contractual period.

4.3. Expectations from the Successful Bidder

The Successful Bidder shall possess in depth knowledge and experience in providing Consultancy on E-Mobility, Charging infrastructure implementation, policy formulation, traction batteries, E-Mobility Software Solutions, OCPP & OCPI Protocols, Data Analytics.

The resources deployed shall have access to the knowledge base and also the expertise available in standard technical and functional specifications in hardware, system software, data center, licensing and networking, latest system security requirements, and drafting tender documents and legal contracts. The Successful Bidder shall enable these resources deployed to tap the knowledge base and expertise available within the firm. The resources deployed shall coordinate with each other to provide integral solution to EV Cell, BESCOM.

a) The firm should deploy persons with requisite skills and experience required for the job as specified under this RFP.
b) Though a provision is kept to allow replacement of resources, firm shall do its best to ensure continuity of deployed resource for complete period of time.
c) The firm shall have a good pool of qualified resources, from which a suitable replacement resource can be identified and deployed immediately with a notification to BESCOM in advance.
d) The resource(s) deployed onsite shall be dedicated to the State Nodal Agency (i.e. EV Cell, BESCOM).
e) The firm shall not participate in downstream business resulting from Terms of Reference and Request for Proposal prepared by the consultants deployed in BESCOM.

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SECTION 5: FIRM ENGAGEMENT DETAILS

5.1. Deployment/Replacement of Resources

a. Resources shall be deployed by the Successful Bidder within 30 days from the date of issuance of the LOI. In case of non-compliance, BESCOM reserves the right to terminate the contract of the Successful Bidder, along with forfeiture of bank guarantee, after two weeks of commencement of the breach.
b. BESCOM is not liable for inability of the Successful Bidder to find suitably qualified candidates.
c. In case of replacement of deployed resources shall be done within 7 days from the date of BESCOM notifying the Firm about the alternative resource requirement.

5.2. Computer and Mobile Phone

Refer Table below for details on the provision of computer, connectivity services for resources deployed on this project:

Sl.No.	Item Description	BESCOM/Firm	Remarks
1	Laptop	Firm	Successful Bidder is responsible for providing Laptop & associated accessories for the deployed resources
2	Mobile Phone with SIM & Data card	Firm	Successful Bidder is responsible for providing mobile phone & associated accessories with SIM and data card for the deployed resources

5.3. No Outsourcing

The Successful Bidder shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled and this may also lead to blacklisting of the Firm.

5.4. Conflict of interest

The Successful Bidder shall not participate in downstream business resulting from Terms of Reference and Request for Proposal prepared by the consultants deployed in BESCOM basis this RFP.

<Continued>

5.5. Roles and Responsibilities of the Consultancy Firm and BESCOM

5.5.1. Consultancy Firm

The key roles and responsibilities of the Consultancy Firm are explained here:

a) Deploy suitably qualified resources within the timelines prescribed in clause 5.1.
b) Obtain clearance from BESCOM as pre-requisite for deployment of the resource/s.
c) Monitor and ensure that the resources deployed to work in tandem to further BESCOM's objectives.
d) Provide an alternative resource when BESCOM expresses dissatisfaction with a deployed resource. This alternative resource shall be provided within 7 days of BESCOM notifying the Firm about the alternative resource requirement. The proposed replacement resource shall be to the satisfaction of BESCOM. BESCOM will interview the proposed replacement resource and accept the resource only if the resource meets the minimum qualification criteria. The Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
e) Performance Metrics: In order to ensure that the performance of the resources provided are in line with expectations, the following activities need to be done:
   - Bidder shall define an escalation matrix using which the BESCOM can escalate the resource performance issues to higher authorities in the bidder's organization. The first level of escalation shall be a single 'Manager' who is appointed by the successful bidder to manage all resources deployed under this assignment.
   - The Consultants shall submit monthly status reports to DGM (EV), BESCOM or an official authorized by BESCOM listing down the activities performed. Submission of reports is pre-requisite for processing bill payments due to the firm.
f) The firm shall do its best to ensure continuity of deployed resources during the scope of contract.
g) The resource(s) dedicatedly deployed on-site shall not be disturbed to take-up other work within the Firm.

5.5.2. State Nodal Agency (BESCOM)

a) Intimate the Firm about resource requirements and to deploy the selected resources.
b) Depending on the requirements, BESCOM may ask for multiple persons of a particular resource type and the same has to be deployed by the Firm.
c) Monitor the performance of resources deployed by the Firm. BESCOM reserves the right to seek replacement of one or more of the resources deployed.
d) Monitor whether transitioning and knowledge transfer happens when resources are replaced.
e) Verify if all the resources deployed are found qualified as per the qualification criteria / Technical Evaluation criteria specified in this document, interview, select and give approvals for deployment.
f) Assign responsibilities to the team.

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SECTION 6: TERMS OF PAYMENT

All payments under the Contract shall be made in Indian National Rupees. The payment to successful Bidders shall be made as per terms mentioned in clause 6.1.

6.1. Payment Terms

All payments shall be made at E&S section, Corporate Office BESCOM. Payment shall be arranged on receipt of invoice from the Firm after submission of quarterly to EV Cell BESCOM detailing support provided by firm for the mentioned duration reports and on certification from concerned officers of EV cell BESCOM.

The successful bidder shall be required to raise invoices against each milestone in quadruplicate with certification by the Assistant General Manager (EV), Deputy General Manager (EV) and Counter signed by CGM (OP).

Terms of Payments are as Follows:

a) The payments will be released on quarterly basis.

b) The agency shall provide quarterly reports to the BESCOM detailing support provided by them for the mentioned duration. The agency shall raise invoice on quarterly basis along with this report for seeking payments.

c) Firm needs to ensure completion of all works before submitting invoice. The release of payment will be based on reports submitted.

d) **The agency has to quote a fixed annual retainership fees in the Financial Proposal**. Completion of Contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment on quarterly basis.

e) Travelling and Lodging & Boarding expenses shall be reimbursed for the agency (if travelling is required for official purpose) outside duty station, as mentioned below by the agency separately on quarterly basis.

- **Travel as per Actual**-May travel by rail in AC 2 Tier, or by any cheapest airline in economy class. Local conveyance i.e from airport/railway station/ place of stay to the SNA/s office & back will also be reimbursed subjected to such ceiling.

- **Lodging & Boarding**- Re-imbursement of single room rent on actual basis, subject to a maximum of Rs. 3000/- per day (all-inclusive namely, rent, boarding, taxes etc.)

***Note**: SNA/s shall process the payment after the receipt of the invoice at the end of each quarter. However, the work schedule shall be adhered and shall not be affected due to payment related process.

i. The proposed EV Cell will be for an initial contract period of one (01) year. The contract may be renewed based on performance of the agency and availability of funds.

f) No invoice for extra work/ change order on account of will be submitted by the Firm unless the said extra work/ change order has been authorized/approved by BESCOM in writing.

g) Payments shall be made by BESCOM as per the prevailing norms of BESCOM after duly submitting the reports by the firm.

h) If any excess payment is made by BESCOM due to difference in quoted price in proposal and

firm's invoice, BESCOM may without prejudiced its rights recover such amounts by other means after notifying the firm or deduct such excess payments from any subsequent payments due to firm. Firm shall not be entitled for any other charges other than the quoted rates.

i) BESCOM will be the final deciding authority on whether or not the performance of the deployed resources are satisfactory.

j) Penalty if any shall be deducted from the due payments.

k) The Successful Bidder shall not be entitled to claim any interest upon any arrears or upon any balance, which may be found due to the Successful Bidder at any time.

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SECTION 7: SELECTION PROCESS

7.1. Pre-Qualification Criteria:

The Agencies interested in being considered for this assignment preferably shall fulfill the following criteria:

S. No.	Description	Documents / Proof
1.	Should be a firm/company registered / incorporated in India	Certificate of incorporation issued by theRegistrar of companies along with Memorandum of Articles of Association
2.	The agency should be registered with the Service Tax department and carry a valid PAN/TAN (Proof of the same must be submitted)	Copy of Service Tax/GST RegistrationCopy of PAN Card Copy of TAN Card
3.	Should have a minimum annual turnover of Rs. 10 cr. in last three (3) Financial Year (FY) i.e., FY 2020-21, 2021-22 and 2022-23	Audited Financial Balance sheet and Profit & Loss statement of last three years, certified by CA.
4.	Should have been profitable for at least two (2) of the last three (3) years i.e., FY 2020-21, 2021-22 and 2022-23	Copies of Income Tax returns for the lastthree years (FY 2020-21, 2021-22 and 2022-23)
5.	Agency should not be blacklisted by any Central / State Government / Public Sector Undertaking in India	Self-Declaration
6.	Agency should not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this contract	Self-Declaration

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7.2. Preliminary Scrutiny

Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required bid processing fee has been furnished, whether the documents have been properly signed, the bids are in order, and the bidder meets all the pre-qualification criteria. Proposals not conforming to these requirements will be rejected.

7.3. Technical Proposal Evaluation

S. No	Category	Max. Marks	Criteria
1	**Turnover**	5	• Turnover >= Rs 10 crore & less than Rs 15crore: 3 Marks • Turnover >Rs 15 crores: 5 Marks
2	**EV Cell Team**		

2.1	Team Leader	-	**Educational Qualification:** -MBA/M. Tech **Experience: -** • Total experience more than 8 years. • 2 years' experience in electric mobility and charging infrastructure & standards (At least three project)
2.2	Team Leader (No of Projects)	15	• No of projects related to e-mobility, charging infrastructure implementation, policy formulation, transportation, and urban planning between 1-2: **8 marks** • No of projects related to e-mobility, charging infrastructure implementation, policy formulation, transportation, and urban planning between 3-5: **12 Marks** • No of projects related to e-mobility, charging infrastructure implementation, policy formulation, transportation, and urban planning more than 5: **15 marks**
2.3	Other team member (with relevant experience) (2 Nos.)	-	**Educational Qualification**: **-** MBA/M. tech or equivalent. **Experience: -** • Total experience more than- 3 years. • Minimum 1 year experience in electric mobility, charging infrastructure implementation (At least one project)
2.4	Team Average Experience (Years)	20	Average relevant experience: ∑ year of exp./total team strength (3 Nos.) • Avg team experience between than 5-7 years: 10marks • Avg team experience between 8-10 years: 15 marks • Avg team experience more than 10 years: 20 Marks
2.5	Team Experience (Projects)	20	No. of projects between 1-5: 15 marks No. of projects between 6-10: 18 marks No. of projects more than 10: 20 marks
3	**Agency/ Firm Experience**		

3.1	Number of e-mobility, charging infrastructure implementation, policy formulation, traction batteries, etc. assignments	20	Each Project will have 2 marks subject to maximum of 20 marks
4	**Approach & Methodology**		
4.1	Approach & Methodology containing proposed activities to be conducted in the state as part of EV Cell	20	Average of marks from all the reviewers (Subjective assessment)
TOTAL TECHNICAL SCORE		**100**	

If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation. Bidders meeting above listed criteria are required to submit evidence (details / documents) in support – otherwise proposal may be disqualified.

Note:

- The bidder should attach related supporting document for all the assignments to be considered.
- Only Bidders with minimum of **80 marks** will be qualified for the financial bid opening.
- BESCOM may if desired, consider permitting bidders with MoUs with Technical (R&D) Institutes of National / International repute with proven expertise in the e-mobility and charging Infrastructure domain.

7.4. Final Evaluation Criteria

The Final evaluation will be based on below table:

S. No.	Criteria	Score Marks	Criteria Source
1.	**Technical Score**	100	As per the criteria from the technical evaluation table **Minimum Qualifying Technical score shall be 80**
2.	**Financial Score**	-	Financial bids of the agencies meeting the requirements of Technical score stated in S. No. 1 above shall be opened and agency with the Least cost bid (L1) will get selected.

SECTION 8: OTHER TERMS & CONDITIONS

8.1. Conflict of Interest

The Agency who is selected for the work will have to maintain the confidentiality of the information compiled. In no case the Agency would be allowed to use the data or share the information with anyone else, except for the State Nodal Agency (i.e BESCOM). State Nodal Agency shall hold the copyrights over any of the data collected or compiled during the awards.

8.2. Language of Bids

The Bids prepared by the Agency and all correspondence and documents relating to the bids exchanged by the Agency and the Purchaser, will be written in the English language, provided that any printed literature furnished by the Agency may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation will govern.

8.3. Confidentiality

BESCOM require that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

8.4. Disclaimer

BESCOM and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of BESCOM and/or any of its officers, employees.

8.5. Authorized Signatory

The head or authorized person of bidder agency as used in the RfP shall mean the one who has signed the RfP document forms.

The head or authorized person of bidder agency should be the duly Authorized Representative of the bidder agency, for which a certificate of authority will be submitted. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder agency shall be annexed to the bid. BESCOM may reject outright any proposal not supported by adequate proof of the signatory's authority.

8.6. Power of Attorney

Registered Power of Attorney executed by the Agency in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RfP. BESCOM will not be responsible for non-receipt / non- delivery of the RfP due to any reason

whatsoever. Agencies are advised to study the RfP document carefully. Submission of RfP will be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications. BESCOM has all the rights to change/rescind/cancel the tender at any stage before award of the contract to any bidder without any explanation.

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SECTION 9: FORMS & ANNEXURES

10.1. Form: 1 Bidder's Organization Details

(To be furnished on the Letterhead of the Firm/Company)

Sl. No.	Particulars			Details
1.	Name of the Bidder organization			
2.	Address of the Bidder (Documentary Evidence as per KYC needs to attached)			
3.	Status of the Company (Public Ltd/Pvt. Ltd) (Documentary Evidence needs to attached)			
4.	Details of Incorporation of the Company (Documentary Evidence needs to be attached)			Date: Ref. #
5.	Details of Commencement of Business (Documentary Evidence needs to be attached)			Date: Ref. #
6.	Valid Sales tax registration no. (Documentary Evidence needs to attached)			
7.	Valid Service tax registration no./GST Registration Certificate (Documentary Evidence needs to attached)			
8.	Permanent Account Number(PAN) (Documentary Evidence needs to attached)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No.(with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets)(in Cr) (Documentary Evidence needs to attached)			
15.	Year	**2020-2021**	**2021-2022**	**2022-2023**
16.	Net Worth			
17.	Turn Over			

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal Address: Place: Date

10.2. Form: 2 – Proforma of Bank Guarantee For Contract Performance

(To be Furnished on Non-Judicial Stamp Paper of value Rs. 200/-, Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee no…… Date: / /

To,
The Chief General Manager (OP),
EV Cell,
Bangalore Electricity Supply Company Limited,
Block-2, 1st floor, Corporate Office BESCOM,
Bangalore-560001, Karnataka, India

Dear Sir,
In consideration of the……..[BESCOM's Name] ……(Here in after referred to as the 'BESCOM' which expression shall unless repugnant to the context or meaning thereof, include it successors, administrators and assignees) having awarded to M/s ……..[Firm's Name] ……with its Registered/Head Office at…… (Herein after referred to as the 'Firm'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the BESCOM's Letter of Award No……dated. ……and the same having been unequivocally accepted by the Firm, resulting in a Contract dated ……..valued at…… [Contract sum in figures and words] for…….[Scope of Work] and the Firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to three percent (3%) ofthe Contract Price of the aforesaid work under the Contract to the BESCOM.
We…… [Name & Address of the Bank]…… having its Head Office at…… (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the BESCOM, on demand any and all monies payable by the Firm to the extent of …… …… as aforesaid at any time up to…… [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm.
Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantees herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee or till ……[day/month/year] whichever is earlier.
The BESCOM shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Firm. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Firm, and to exercise the same at any time in any manner, and either to

enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Firm or any other course or remedy or security available to the BESCOM. The Bank shall not be released of its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the BESCOM or any other indulgence shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Firm and notwithstanding any Security or other Guarantee that the BESCOM may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs……..and it shall remain in force up to and including…….and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ……..on whose behalf this Guarantee has been given.

Our liability under this Bank Guarantee shall not exceed……..

This Bank Guarantee shall be valid up to and including……

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the BESCOM serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this …….. day of …….. 20__ at……..

WITNESS

……	……..
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……..
(Official Address)	(Designation with Bank Stamp)

……

Attorney as per Power of
Attorney No ……
Date ……..

NOTE:

* This Sum shall be three percent (03%) of the Contract Price.

** The date will be sixty (60) days after the completion Period as specified in the Contract.

BESCOM

10.3. Form: 3 Declaration on Not Being Blacklisted

(To be furnished on Non-Judicial Stamp Paper of value Rs. 200/-, duly notarized)

To,
The Chief General Manager (OP),
EV Cell,
Bangalore Electricity Supply Company Limited,
Block-2, 3rd floor, Corporate Office BESCOM,
Bangalore-560001, Karnataka, India

Dear Sir,

We confirm that our company is not blacklisted for any fraudulent actions/defaulted by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

BESCOM

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

10.4. Form: 4 Declaration of Acceptance of Terms and Conditions in RFP

(To be furnished on the Letterhead of the Firm/Company)

To,

The Chief General Manager (OP),
EV Cell,
Bangalore Electricity Supply Company Limited,
Block-2, 3rd floor, Corporate Office BESCOM,
Bangalore-560001, Karnataka, India

Sub.: "**Hiring an Agency for setting up EV Accelerator Cell in the state of Karnataka** "

Dear Sir / Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ……..] for.: "**Hiring an Agency for setting up EV Accelerator Cell in the state of Karnataka**" I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief. We fully understand and accept that BESCOM reserves the right to take action as deemed necessary by it in case any information submitted by the bidder for participating in this tender is established to be fraudulent or misleading.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Company Seal:

Business Address:

Place:

Date

10.5. Form: 5 Letter of Proposal Submission

(To be furnished on the Letterhead of the Firm/Company)

To,

The Chief General Manager (OP),
EV Cell,
Bangalore Electricity Supply Company Limited,
Block-2, 3rd floor, Corporate Office BESCOM,
Bangalore-560001, Karnataka, India

Dear Sir,

We, the undersigned, offer for "**Hiring an Agency for setting up EV Accelerator Cell in the state of Karnataka**" for the duration of twelve (12) Months, in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes

a) Financial Proposal
b) Technical Proposal
c) EMD / E-Bank Guarantee of the prescribed amount (paid online as defined in the e-Procurement platform)
d) Bid processing fee of the prescribed amount (paid online as defined in the e-Procurement platform)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price bid. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:
Place:

BESCOM

10.6. Form: 6 PROFORMA OF CONTRACT AGREEMENT

(To Be Executed on Non-Judicial Stamp Paper of value Rs. 200/-)

This Agreement made on this ……..day of ……..Two thousand ……..between Bangalore Electricity Supply Company Limited having its Office at ……..India (hereinafter referred to as a "BESCOM" or which expression shall include its administrators,) on the one part and M/s ……. having its registered Office at ……. (hereinafter referred to as the "Firm" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS desirous of "**Hiring an Agency for setting up EV Accelerator Cell in the state of Karnataka**" invited Bids as per its Bid Enquiry No……..

AND WHEREAS……"X" ……. had participated in the above referred Bidding as individual bidder with……Y…..vide their proposal No. ……dated……..and BESCOM awarded the Contract to……"X" ……..on Terms and Conditions of Bid Documents referred to therein, which has been accepted by……"X" ……..resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCOM has Awarded the Contract to …….. "X" ……..for the Work of……..on the Terms and Conditions contained in its Letter of Intent No…….. dated…… and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No…….. including all Amendments issued vide its letter (s) No.(s) ……..dated ……..

ii) "X"s Proposal No……..dated……..along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule Submitted by "X" entitled as " Proposal".

iii) Agreed Minutes of the meeting held on …… between & "X".

iv) BESCOM's Letter of Intent No……dated……..duly accepted by "X"

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document and what has been specifically agreed to by the BESCOM in their Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Firm in its 'Proposal but not agreed to specifically by the BESCOM stands withdrawn by the Firm for the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in 's Letter of Intent No ……dated……read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Firm strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include portion of all such items, which are not specifical1y mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent.

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOI/DWA/approved PERT.

3.4 Quality Plans:

3.4.1 The Firm is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the BESCOM's consent. The BESCOM will also undertake Quality surveillance and Quality audit of the Firm's Works, systems and procedures and Quality Control activities. The Firm further agrees that any change in the Quality Plan will be made only with the BESCOM's approval. The Firm shall also perform all Quality activities, inspection and Tests agreed with the BESCOM to demonstrate full compliance with the Contract requirements.

3.4.2 The Firm also agrees to provide the BESCOM with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Firm's Quality systems and manufacturing activities.

3.4.3 It is expressly agreed to by the Firm that the Quality Tests and inspection by the BESCOM shall not in any way relieve the Firm of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement

3.5 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the performance of the contractor. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.6 The Contract Performance Guarantee furnished by the Firm is irrevocable and un-conditional and the BESCOM shall have the powers to invoke it not withstanding any dispute or difference between the BESCOM and the Firm pending before any Court, Tribunal, Arbitrator or any other Authority.

3.7 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 Notice of Default:

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bangalore.

WITNESSES:

1. ……. …	(BESCOM's signature)
(Printed Name)	
2……. …….	(Designation)
(Company's Stamp)	
1. ……. …	(Firm's signature)
(Printed Name)	
2……. …….	(Designation)
(Company's Stamp	

10.7. Form 7 - Curriculum Vitae (CV) of the Personnel

(To be furnished on the Letterhead of the Firm/Company)

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1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Firm** [*Insert name of firm proposing the resources*]:
3. **Name of Staff** [*Insert full name*]:
4. **Date of Birth**: **Nationality**:
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment in reverse chronology*]:
6. **Total No. of years of experience (YY:MM)**:
7. **Total No. of years with the firm**:
8. **Languages**

Language	Speak	Read	Read

9. **Projects undertaken**

Name of Project	Role in the project	Duration(From – To)	OrganizationName	Relevant to E-Mobility, charging infrastructure implementation, traction battery, transportation, urban planning	Details of the Assignment

10. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)**:
11. **Certifications and Trainings attended:**
12. **Details of Involvement in Projects** *(only if involved in the same)*:
13. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*:
14. **Membership of Professional Associations:**
15. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year): To (Year):

Positions held: **15. Detailed Tasks Assigned** *[List all tasks to be performed under this assignment]*	**15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)** (*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed and as required for the role as listed in 'List of the professional positions whose CV and experience would be evaluated')* Name of assignment or project: Year: Location: Company: Main project features: Positions held: Value of Project (approximate value or range value): _____ Activities performed:

BESCOM

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member and /or authorized representative of the staff) *Day/Month/Year*

Full name of Authorized Representative: _____

10.8. Form 8: Proposed Approach & Methodology including Work Plan and timelines

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

a) Understanding of the project
b) Potential initiatives given the priorities
c) Technical Approach and Methodology

Technical Approach and Methodology

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.
You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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MAXIMUM 4 PAGES

Witness: Agency/Firm/Institution:
Signature Signature
Name Name
Address Designation
Company
Date Date

10.9. Form 9: NO DEVIATION CERTIFICATE

(To be furnished on Bidder's Letterhead)

Bidder's Name & Address:

To,

The Chief General Manager
(OP),
EV Cell
1st Floor, 2nd Block,
Corporate Office, BESCOM,
K R Circle, Bangalore – 560 001.

Dear Sir,
Sub: Confirmation for "No Deviation" in Technical / Commercial terms & conditions of Bid Enquiry No.: BESCOM/CGM(OP)/DGM(EV)/BC-53/2023-24/04 Dated: 21.07.2023. We hereby confirm that there is no deviation in technical / commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

(Signature).....
(Name).....
(Designation).....
(Company Seal).....
Date:
Place:

BESCOM

10.10. Form 10: Undertaking for Various Information Furnished

(To Be Executed on Non-Judicial Stamp Paper of value Rs. 200/-, duly notarized)

Bidder's Name & Address:

To,
The Chief General Manager (OP)
EV Cell
1st Floor, 2nd Block,
Corporate Office, BESCOM,
K R Circle, Bangalore – 560001.

Dear Sir,
Sub: Undertaking for various information against Bid Enquiry No.: BESCOM/CGM (OP)/DGM (EV)/BC-53/2023-24/04 Dated: 21.07.2023. We hereby confirm that that all the information against this bid and all other Certificates etc. furnished are correct and if in future BESCOM discover that any information furnished is not true, same may lead to the rejection of bid or termination of contract.

(Signature).....
(Name).....
(Designation).....
(Company Seal).....
Date:
Place:

BESCOM

10.11. Form 11: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA

THIS AGREEMENT (the "**Agreement**") is entered into on this_____day of_____between **Bangalore Electricity Supply Company Limited (BESCOM),** a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the_____(the" **Disclosing Party"**), and_____(the "**Recipient**" or the "**Receiving Party"**) having its registered office at <Receiving party Address> hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive_____<brief description> ("Data") in custody with BESCOM for the purpose of_____<brief description> ("Purpose") vide reference No. <Mention BESCOM's Contract order / Letter / MoU Reference No.>. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Sharable Data

(a) For purpose of this Agreement, "**Sharable Data**" means

(i) Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.

(ii) Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

a. Personally Identifiable Data (PID) of consumer/employees

The following are declared as Personally Identifiable Data (PID) by BESCOM:

- Personal Identifiers like government issued identity card details, Contact details etc.

- Passwords
- Address/Geo-location data
- Financial data;
- Biometric data;
- Religious or political beliefs or affiliations.

b. Geo-spatial data of assets and consumers.

c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

BESCOM

(b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

(c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

(d) Notwithstanding anything stated above, Sharable data shall not include the data which:

i was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;
ii becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
iii is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
iv is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

v is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCOM, recipient is agreeing to the following restrictions:

Restrictions:

The data shared by BESCOM with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCOM, and not the purpose / benefit of receiving party alone.
b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.
c. The cost incurred for use of the data and any derived service shall be borne by the recipient.
d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.
e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCOM.
f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCOM, but the recipient alone is responsible for edits or changes.
g. BESCOM shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.

h. BESCOM shall not be held responsible for inappropriate or incorrect use of this data.
i. In case if the data pertains to Geographical Information System (GIS) of BESCOM,

- Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCOM GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection. Primary sources from BESCOM GIS data must be consulted for verification of information contained in the data.

- BESCOM shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and

positional accuracy of the data. No representation is made that the features presented accurately reflect true locations.

j. BESCOM's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. It is recipient's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information.

k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

3. <u>Disclosure of Sharable Data</u>

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

a. Limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "**Representatives**") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose.
b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.
c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and
d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

4. <u>Compelled Disclosure of Sharable data</u>.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the

BESCOM

Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

5. Term.

This Agreement shall remain in effect for a period of_____months as mentioned in the contract/MoU/Letter. Notwithstanding the foregoing, the parties' duty to hold in confidence the sharable data that was disclosed during the term shall remain in effect indefinitely and the data shall be purged immediately on completion of the term.

6. Remedies.

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Material

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of

(i) the completion or termination of the dealings between the parties contemplated hereunder;
(ii) the termination of this Agreement; or
(iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.

b. Receiving party if in case is a service provider engaged by BESCOM the liability clause as per the respective tender in addition to the arbitration clause stated in this agreement is applicable.

c. Receiving party shall indemnify the disclosing party from any claims that might arise out of damages because of either intentional or unintentional misuse of data, or because of any operational issues or disruptions that impact organizations and firms that use disclosing party's data for their own purpose.

d. If at any point, BESCOM is of the opinion that there has been a breach of the NDA, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position.

9. Modification

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

10. Settlement of Disputes

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Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorized representatives of the parties within 30 days on being referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to the Managing Director, BESCOM. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective cost of arbitration.

11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included

12. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

(b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Any notifications or communications to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of -

- Personal delivery or electronic-mail, on the date of such delivery
- Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
- Mailing, on the seventh business day following such mailing.

(d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:

(i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
(ii) Providing products or services to others who compete with the other.

(f) This Agreement does not create a joint venture or partnership between the parties.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For and On Behalf of **Bangalore Electricity Supply Company Limited** Name: Designation: Address:	For and On Behalf of **<Receiving party>** Name: Designation: Address:
1. Witness Name: Designation: Address:	2. Witness Name: Designation: Address:

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3. Witness Name: Designation: Address:	1.Witness Name: Designation: Address:
4. Witness in Presence of Name: Designation: Address:	2.Witness in Presence of Name: Designation: Address:

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10.12. Form 12: MINIMUM ELIGIBILITY

1	Name of Firm/Company			
2	Year of Registration/Incorporation in India*			
3	Prior experience in last 3 years i.e FY 2020-21, 2021-22 and 2022-23 preferably with Govt./Semi Governments organization. If Yes, please provide details			
4	Total number of years of work experience			
5	Annual Turnover from Consultancy Services**	FY 2020-21	FY 2021-22	FY 2022-23
6	Annual Profits **			
7	Bid Processing fee and EMD			

*Enclose a copy of Registration document

** Enclose a copy of Audited Financial Statement

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10.13. FORM 13: PRIOR EXPERIENCE

FY	Type of Projects	List of Projects
2020-21		1
		2
		3
2021-22		1
		2
		3
2022-23		1
		2
		3

Details of all above mentioned projects shall be shown in Form 13 (Prior experience), otherwise those projects will not be considered for evaluation. Details Shall be uploaded along with relevant documents such as work order/completion certificate for these projects. Non availability of such document may lead to rejection of bid/contract at any stage of the project. BESCOM has complete right to ask for any other relevant documents such as related to these projects.

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10.14. FORM 14: Integrity Pact and Undertaking

Appendix A:

(To be executed on the plain paper and submitted along with Technical Bid/ Tender documents)

This Integrity Pact is made at _____ on this _____ day of 20__

BETWEEN

BESCOM, having its office at <SNA office address>, acting through its _____ [designation of the concerned officer] (hereinafter referred to as the "Principal", which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

_____ (name of the Bidder), acting through Mr./ Ms. _____ (name of the Authorized Signatory), holding the designation of _____ [designation of the Authorized Signatory] (hereinafter referred to as the "**Bidder/ Contractor/ Agency/ Vendor**", which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns) of the SECOND PART.

Preamble

WHEREAS, the Principal has floated the Tender {RFP No_____ dated _____} (hereinafter referred to as "**Tender/ Bid**") and intends to award, under laid down organizational procedure, contract for _____{Name of the work} (hereinafter referred to as the "Contract").

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with the Bidder/ Contractor/ Agency/ Vendor.

AND WHEREAS to meet the purpose aforesaid, both the Parties have agreed to enter into this Integrity Pact (hereafter referred to as "**Integrity Pact"** or **"Pact**") the terms and conditions of which shall also be read as integral part and parcel of the Bidding Documents and the Contract Agreement between the Parties. ……the "Principal" and the "Bidder/ Contractor/ Agency/ Vendor", hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

Now, therefore, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article-1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the Tender for {Name of the work}, or the execution of a Contract, demand, take a promise for or

accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the Tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tendering process, provide to all Bidders the same information and will not provide to any Bidder, confidential/ additional information through which the Bidder could obtain an advantage in relation to the tendering process or the contract execution

c) The Principal will exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the Indian Penal Code, 1860/ Prevention of Corruption Act, 1988 ("IPC/ PC Act") or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article-2 Commitments of the Bidder/ Contractor/ Agency/ Vendor

The Bidder/ Contractor/ Agency/ Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a) Bidder/ Contractor/ Agency/ Vendor will not directly or through any other person or firm offer, promise or give to any of the Principal's employees, involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tendering process or during the execution of the contract

b) The Bidder/ Contractor/ Agency/ Vendor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non- submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process

c) The Bidder/ Contractor/ Agency/ Vendor will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts. Further, the Bidder/ Contractor/ Agency/ Vendor will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically

d) The Bidder/ Contractor/ Agency/ Vendor of a foreign origin shall disclose the name and address of its Agents/ Representatives in India, if any. Similarly, the Bidder/ Contractor/ Agency/ Vendor of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder/ Contractor/ Agency/ Vendor. Also all the payments made to the Indian Agent / Representative have to be in Indian Rupees only

e) The Bidder/ Contractor/ Agency/ Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments

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f) The Bidder/ Contractor/ Agency/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences

g) The Bidder/ Contractor/ Agency/ Vendor will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of its bid.

Article 3 Disqualification from tender process and exclusion from future contracts

(1) If the Bidder/ Contractor/ Agency/ Vendor, before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder/ Contractor/ Agency/ Vendor from the tender process

(2) If the Bidder/ Contractor/ Agency/ Vendor has committed a transgression through a violation of Article 2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Agency/ Vendor for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined as per the existing provisions of GFR, 2017, PC Act, 1998 and other Financial Rules/ Guidelines etc. as may be applicable to the Principal, taking into account the severity of the transgression. The severity will be determined by the Principal by taking into consideration the full facts and circumstances of each case, particularly the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Agency/ Vendor and the amount of the damage

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "on the basis of facts available there are no material doubts about the occurrence"

(4) The Bidder/ Contractor/ Agency/ Vendor with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Agency/ Vendor shall be final and binding on the Bidder/ Contractor/ Agency/ Vendor, however, the Bidder/ Contractor/ Agency/ Vendor can approach IEM(s) appointed for the purpose of this Pact

(6) On occurrence of any sanctions/ disqualification etc. arising from violation of this Integrity Pact, the Bidder/ Contractor/ Agency/ Vendor shall not be entitled for any compensation on this account

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Agency/ Vendor could be revoked by the Principal if the Bidder/ Contractor/ Agency/ Vendor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization

Article 4 Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand

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and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal

(2) If the work has been awarded then in addition to (1) above, the Principal shall be entitled to cancel the letter of acceptance/ notice of award issued to the Bidder

(3) If the contract/ agreement has been signed, then the Principal shall be entitled to take recourse to the relevant provisions of the contract, related to Termination of Contract, due to Contractor's/ Agency's/ Vendor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Agency/ Vendor and/ or demand and recover liquidated and all damages as per the provisions of the contract/ agreement against Termination

Article 5 Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above

Article 6 Equal treatment of all Bidders/ Contractors/ Agency/ Vendors/ Subcontractors

(1) The Bidder/ Contractor/ Agency/ Vendor undertakes to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Agency and Subcontractors

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article 7 Criminal charges against violating Bidder/ Contractor/ Agency/ Vendor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Agency/ Vendor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Agency/ Vendor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

Article 8 Independent External Monitor (IEM)

(1) The Principal can appoint any eminent person of high integrity and reputation in accordance with the guidelines issued by the CVC as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the provisions of this Pact and upon award of the contract, the obligations casted upon them under the contract/ agreement

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(2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He will report to the Principal

(3) The Monitor would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raise before him, as and when warranted

(4) The Monitor shall examine all complaints received by him and give his recommendations/ views to the Principal at the earliest. However, issues like warranty/ guarantee etc. shall be outside the purview of the Monitor

(5) The Bidder/ Contractor/ Agency/ Vendor accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder/ Contractor/ Agency/ Vendor. The Bidder/ Contractor/ Agency/ Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also

(6) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Principal and recuse himself/ herself from that case

(7) The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/ Contractor/ Agency/ Vendor.

The Parties offer to the Monitor the option to participate in such meetings

(8) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

(9) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations

(10) If the Monitor has reported to the Principal, a substantiated suspicion of an offence under relevant IPC/ PC Act or any other Statutory Acts, and the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner

(11) The word 'Monitor' would include both singular and plural

Article 9 Pact Duration

(1) The validity of this Integrity Pact shall be from the date of its signing and extend till the complete execution of the contract to the satisfaction of both the Principal and the Bidder/ Contractor/ Agency/ Vendor, including warranty period or defects liability period/ maintenance period, whichever is later. In

case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful bidder

(2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Principal.

Article 10 Other Provisions

(1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. **Karnataka**

(2) Changes and supplements as well as termination notices need to be made in writing only

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions

(4) Issue like warranty/ Guarantee etc. shall be outside the purview of the Monitor.

(5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in Integrity Pact shall prevail

(6) Any disputes/ differences arising between the Parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration

(7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. Provide however, the Bidder/ Contractor/ Agency/ Vendor who has signed an Integrity Pact shall not approach the court while representing the matter to the Monitor under this Pact and shall wait for his decision in the matter.

In witness whereof the Parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For & On behalf of the (Principal) For & On behalf of Bidder Contractor/Agency/ Vendor)

(Office Seal) (Seal/ Stamp)

Place
Date

Witness 1:
(Name & Address)

Witness 2: (Name & Address)

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Appendix B

FORM OF UNDERTAKING

(to be given on the letter-head of the Bidder)

To,
The Chief General Manager (OP)
EV Cell
3rd Floor, 2nd Block,
Corporate Office, BESCOM,
K R Circle, Bangalore – 560001.

Subject: BID for the "……" Reference: RFP No… dated: ……..

Dear Sir,

I/ we have taken note of the Integrity Pack (Appendix ….) appended to the aforesaid RFP. We understand that only those Bidders who commit themselves to such a Pact with BESCOM/ Principal, would be considered competent to participate in the bidding process; signing of this Integrity Pact and furnishing the same as a part of my/ our Bid, is an essential preliminary qualification requirement

I/ We understand that the Integrity Pact shall be deemed to form a part and parcel of the RFP document and the contract/ agreement to be subsequently executed by BESCOM with the Successful Bidder and we undertake to remain bound by its provisions.

I/ We hereby confirm and undertake that in the event I/ we commit any violation of the Integrity Pact it would entail disqualification from the bidding process and if the work has been awarded to me/ us, then it would lead to cancellation of the letter of award and termination of our contract/ agreement with BESCOM and my/ our exclusion from future business dealings with

BESCOM / Principal as per the existing provisions of GFR 2017, Prevent of Corruption Act, 1988 and other Financial Rules/ Guidelines as may be applicable to BESCOM / Principal.

I/ We further undertake that in case I/ we engage any subcontractor, if permitted under the RFP document and the contract/ agreement, I/ we as the Principal Contractor/ Agency/ Vendor, shall take the responsibility ensuring adoption of the Integrity Pact by the subcontractor engaged by me/ us.

{I/ We further certify that I am competent and authorized to give this undertaking on behalf of (name of the Bidder). The duly signed Integrity Pact is enclosed with my/ or Bid.}

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)

Seal/ Stamp of Bidder

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10.15. Annexure: Abbreviations

ABBREVIATION	MEANING
BDS	BID DATA SHEET
BESCOM	BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
BG	BANK GUARANTEE
CV	CURRICULUM VITAE
DWA	DETAILED WORK AWARD
ECS	ELECTRONIC CLEAREANCE SERVICE
EMD	EARNEST MONEY DEPOSIT
GCC	GENERAL CONDITIONS OF CONTRACT
GM	GENERAL MANAGER
GoI	GOVERNMENT OF INDIA
GoK	GOVERNMENT OF KARNATAKA
GST	GOODS AND SERVICES TAX
IST	INDIAN STANDARD TIME
INR	INDIAN RUPEE
ITB	INSTRUCTIONS TO BIDDERS
LoI	LETTER OF INTENT
NEFT	NATIONAL ELECTRONIC FUNDS TRANSFER
NIT	NOTICE INVITING TENDER
PBG	PERFORMANCE BANK GURANTEE
PQR	PRE QUALIFYING REQUIREMENT
RFP	REQUEST FOR PROPOSAL
SLA	SERVICE LEVEL AGREEMENT
EV	ELECTRIC VEHICLES
EVSE	ELECTRIC VEHICLE SUPPLY EQUIPMENT

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